

AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR JOINT CITY COUNCIL
&
PLANNING & ZONING COMMISSION MEETING*
TUESDAY, DECEMBER 16, 2014
GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS 76051

6:30 p.m. Dinner - City Council Conference Room
7:00 p.m. Call to Order - City Council Chambers
7:00 p.m. Executive Session - City Council Conference Room
7:15 p.m. Workshop - City Council Chambers
7:30 p.m. Joint Public Hearings - City Council Chambers*
7:30 p.m. Regular Meeting - City Council Chambers

CALL TO ORDER: 7:00 p.m. - City Council Chambers

EXECUTIVE SESSION

1. City Council to recess to the City Council Conference Room to conduct a closed session relative to:
 - A. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

City Council to reconvene in open session in the City Council Chambers and take any necessary action relative to items discussed in Executive Session.

WORKSHOP: 7:15 p.m. - City Council Chambers

2. Discuss logo design for the REC (formerly the Community Activities Center).

REGULAR MEETING: 7:30 p.m. - City Council Chambers

INVOCATION AND PLEDGE OF ALLEGIANCE: Commissioner Herbert Fry

JOINT PUBLIC HEARINGS

3. Conditional Use Application **CU14-44** (GRACE) - City Council and Planning & Zoning Commission to conduct a public hearing relative to an application submitted by Skip Blake requesting a conditional use permit to amend the site plan approved by Ordinance No. 2004-77, as amended, to enlarge the existing operation of a non-profit organization. The subject property is located at 837 East Walnut Street and is zoned "R-12.5" Single Family District Regulations.

4. Planned Development Overlay **PD14-02** (Eastwoods) - City Council and Planning & Zoning Commission to conduct a public hearing relative to an application submitted by CGEW, LLC requesting a planned development overlay to include but not be limited to deviation from the building coverage standards. The subject property is located at 4420 Eastwoods Drive and is zoned "R-5.0" Zero Lot Line District Regulations.

END OF JOINT PUBLIC HEARINGS

Planning & Zoning Commission to recess to Planning & Zoning Commission Conference Room, Second Floor to consider published agenda items.

City Council to remain in session in the Council Chambers to consider published business.

CITIZEN COMMENTS

5. Any person who is not scheduled on the agenda may address the City Council under Citizen Comments by completing a Citizen Appearance Request form with the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action during Citizen Comments.

NEW BUSINESS

6. Consider award of a contract to Dewberry Architects Inc., for design services for the expansion and renovation of the Grapevine Public Library and take any necessary action.
7. Consider a **resolution** approving the City's legislative agenda for the 84th State Legislative Session and take any necessary action.
8. Consider a professional services contract with PST Services, Inc., a division of the McKesson Group, to qualify the City for the Texas Ambulance Supplemental Payment Program and take any necessary action.

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations.

9. Consider approval to renew an annual contract for Emergency Medical Services (EMS) billing and collection services with Digitech Computer, Inc. Administrative Services Director recommends approval.

10. Consider a **resolution** authorizing an annual contract for emergency medical services (EMS) secondary collection services with Emergicon, Inc. through an Interlocal Cooperative Agreement with the City of Coppell, Texas. Administrative Services Director recommends approval.
11. Consider a **resolution** authorizing an annual contract with renewals for utility bill printing, mailing and offset printing services with DataPros through an Interlocal Cooperative Agreement with the City of Plano, Texas. Administrative Services Director recommends approval.
12. Consider a **resolution** authorizing the purchase of Precor exercise equipment from Team Marathon Fitness through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard). Parks and Recreation Director recommends approval.
13. Consider a **resolution** authorizing the purchase of Cybex exercise equipment from Comm-Fit through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard). Parks and Recreation Director recommends approval.
14. Consider a **resolution** authorizing the purchase of fitness equipment from Life Fitness through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program. Parks and Recreation Director recommends approval.
15. Consider a **resolution** authorizing the purchase of aluminum tables from Southern Aluminum through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard). Parks and Recreation Director recommends approval.
16. Consider a **resolution** authorizing the purchase of Enwork tables from Office Furniture that Works through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program. Parks and Recreation Director recommends approval.
17. Consider a **resolution** authorizing the purchase of furniture from BKM Total Office of Texas through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program. Parks and Recreation Director recommends approval.
18. Consider a **resolution** authorizing the purchase of portable radios from Motorola Solutions through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC). Police Chief recommends approval.
19. Consider a **resolution** authorizing a sole source annual contract with renewal options for digital video surveillance equipment and video management services from TASER International. Police Chief recommends approval.

20. Consider a **resolution** declaring a tract of land owned by the City of Grapevine and lying in the City of Southlake as surplus and authorization for the City Manager to execute the necessary documents to sell the tract at the appraised value to the abutting property owner. Public Works Director recommends approval.
21. Consider a **resolution** authorizing the purchase of a truck with crane from Grande Truck Center through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard). Public Works Director recommends approval.
22. Consider a **resolution** authorizing a sole source purchase of a bypass pump package from Odessa Pumps. Public Works Director recommends approval.
23. Consider a **resolution** authorizing the purchase of a heavy haul truck from Grande Truck Center through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC). Public Works Director recommends approval.
24. Consider a **resolution** authorizing the purchase of an asphalt paver and trailer from Kirby-Smith Machinery, Inc. through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and authorizing the reimbursement of certain expenditures to be incurred from future tax-exempt obligations of the City. Public Works and Administrative Services Directors recommend approval.
25. Consider award of Bid 422-2015 Hot Mix Asphalt Annual Contract with optional renewals to The Lane Construction Corporation, Austin Asphalt, JLB Contracting, LLC and Reynolds Asphalt. Public Works Director recommends approval.
26. Consider the minutes of the November 18, December 2, December 8 and December 9, 2014 City Council meetings as published. City Secretary recommends approval.

Pursuant to the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq, one or more of the above items may be considered in Executive Session closed to the public. Any decision held on such matter will be taken or conducted in open session following conclusion of the executive session.

PLANNING & ZONING COMMISSION RECOMMENDATIONS

27. Conditional Use Application **CU14-44** (GRACE) - Consider the recommendation of the Planning & Zoning Commission and a subsequent **ordinance**, if applicable.
28. Planned Development Overlay **PD14-02** (Eastwoods) - Consider the recommendation of the Planning & Zoning Commission and a subsequent **ordinance**, if applicable.

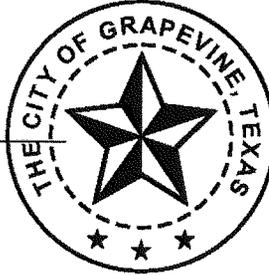
ADJOURNMENT

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the City Secretary's Office at 817.410.3182 at least 24 hours in advance of the meeting. Reasonable accommodations will be made to assist your needs.

In accordance with the Open Meetings Law, Texas Government Code, Chapter 551, I hereby certify that the above agenda was posted on the official bulletin boards at Grapevine City Hall, 200 South Main Street and on the City's website on December 12, 2014 by 5:00 p.m.



Jodi C. Brown, City Secretary



AGENDA
CITY OF GRAPEVINE, TEXAS
REGULAR PLANNING & ZONING COMMISSION MEETING
TUESDAY, DECEMBER 16, 2014
GRAPEVINE CITY HALL, SECOND FLOOR
200 SOUTH MAIN STREET
GRAPEVINE, TEXAS 76051

7:00 p.m. Briefing Session - Planning & Zoning Commission Conference Room
7:30 p.m. Joint Public Hearings - City Council Chambers
7:30 p.m. Regular Session - Planning & Zoning Commission Conference Room

CALL TO ORDER: 7:00 p.m. - Planning & Zoning Commission Conference Room

BRIEFING SESSION

1. Planning & Zoning Commission to conduct a briefing session to discuss all items scheduled on tonight's agenda; No action will be taken. Each item will be considered during the Regular Session which immediately follows the Joint Public Hearings.

JOINT PUBLIC HEARINGS: 7:30 p.m. - City Council Chambers

INVOCATION AND PLEDGE OF ALLEGIANCE: Commissioner Herbert Fry

2. Conditional Use Application **CU14-44** (GRACE) - City Council and Planning & Zoning Commission to conduct a public hearing relative to an application submitted by Skip Blake requesting a conditional use permit to amend the site plan approved by Ordinance No. 2004-77, as amended, to enlarge the existing operation of a non-profit organization. The subject property is located at 837 East Walnut Street and is zoned "R-12.5" Single Family District Regulations.
3. Planned Development Overlay **PD14-02** (Eastwoods) - City Council and Planning & Zoning Commission to conduct a public hearing relative to an application submitted by CGEW, LLC requesting a planned development overlay to include but not be limited to deviation from the building coverage standards. The subject property is located at 4420 Eastwoods Drive and is zoned "R-5.0" Zero Lot Line District Regulations.

END OF JOINT PUBLIC HEARINGS

Planning & Zoning Commission to recess to Planning & Zoning Commission Conference Room, Second Floor to consider published agenda items.

REGULAR SESSION: 7:30 p.m. (Immediately following Joint Public Hearings) -
Planning & Zoning Commission Conference Room

NEW BUSINESS

4. Conditional Use Application **CU14-44** (GRACE) - Consider the application and make a recommendation to the City Council.
5. Planned Development Overlay **PD14-02** (Eastwoods) - Consider the application and make a recommendation to the City Council.
6. Consider the minutes of the November 18, 2014 Planning & Zoning Commission meetings and take any necessary action.

NOTE: Following the adjournment of the Planning & Zoning Commission meeting, a representative will present the recommendations of the Planning & Zoning Commission to the City Council for consideration in the City Council Chambers.

ADJOURNMENT

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Jodi C. Brown, City Secretary

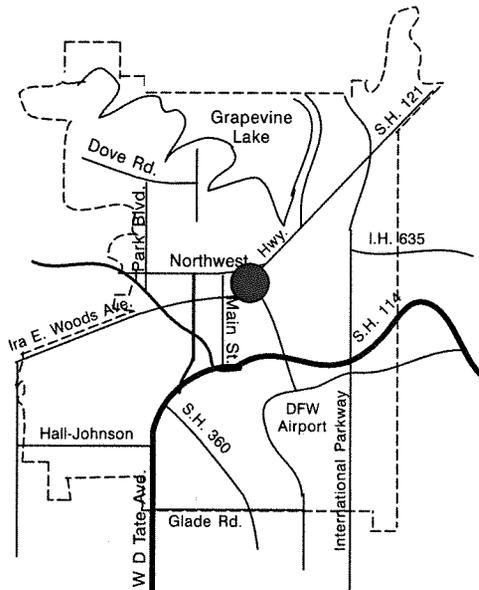


TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
SCOTT WILLIAMS, DEVELOPMENT SERVICES DIRECTOR

MEETING DATE: DECEMBER 16, 2014

SUBJECT: DEVELOPMENT SERVICES TECHNICAL REPORT OF
CONDITIONAL USE APPLICATION CU14-44 GRACE



APPLICANT: Skip Blake

PROPERTY LOCATION AND SIZE:

The subject property is located at 837 East Walnut Street and is proposed to be platted as Lot 1R, Block 1, Walnut Street Addition. The addition contains 2.25 acres. The property has approximately 625 feet of frontage along Walnut Street and approximately 135 feet of frontage along both Ruth and Eckley Streets.

REQUESTED CONDITIONAL USE AND COMMENTS:

The applicant is requesting a conditional use permit to amend the previously approved site plan of CU04-38 (Ord. 2004-77) for a non-profit organization specifically to enlarge the existing operation.

GRACE (Grapevine Relief and Community Exchange) has been located on the subject site since November 2004 primarily operating a food pantry and medical clinic. With this request GRACE intends to utilize the existing structure to the east of the current operation to include new construction to join the two structures together for expanded services for those in need including client counseling and clothing distribution similar in fashion to the food pantry operation. Administrative staff will also be added within the expanded scope of operations.

PRESENT ZONING AND USE:

The property is currently zoned "R-12.5" Single Family District with a "SP" Site Plan Specific Designation. The site was previously occupied by a manufacturing company called Process Automation which is no longer in operation. Part of the site is the home of the New Life Family Church.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property was rezoned from "R-3" Multi-Family to Specific Use Permit in 1982 (Z82-02) to allow the design, fabrication, and supply of computerized process control systems on the property. The property was later rezoned to "R-12.5" Single Family District in the 1984 Citywide rezoning. The Site Plan Specific Use was allowed to remain. Conditional Use Request CU91-15 allowed the existing use to expand on the site and allowed part of the site to be utilized by Alcoholics Anonymous. The properties to the north, west, and east were rezoned from "R-1" Single Family to "R-12.5" Single Family District in the 1984 Citywide rezoning. The property to the south was rezoned from "R-3" Multi Family to R-MF-2" Multi Family District in the 1984 Citywide rezoning. An expansion to the manufacturing facility that operated at this location was denied by Council (CU99-43) at the September 7, 1999 meeting. At a November 16, 2004 meeting a conditional use permit (CU04-38) was approved on the subject site allowing the operation of a non-profit organization (GRACE).

SURROUNDING ZONING AND EXISTING LAND USE:

- NORTH: "R-12.5" Single Family District – single family homes
- SOUTH: "R-MF-2" Multi Family District – Tichnor Terrace Apartments
- EAST: "R-12.5" Single Family District – single family homes
- WEST: "GU" Governmental Use District – Grapevine Middle School

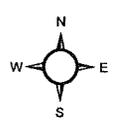
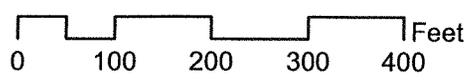
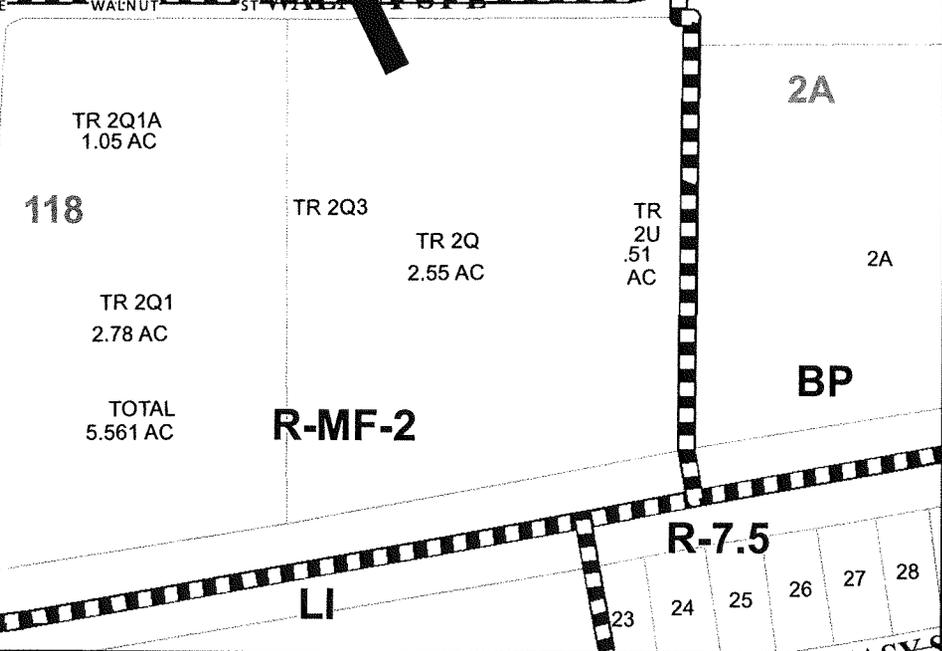
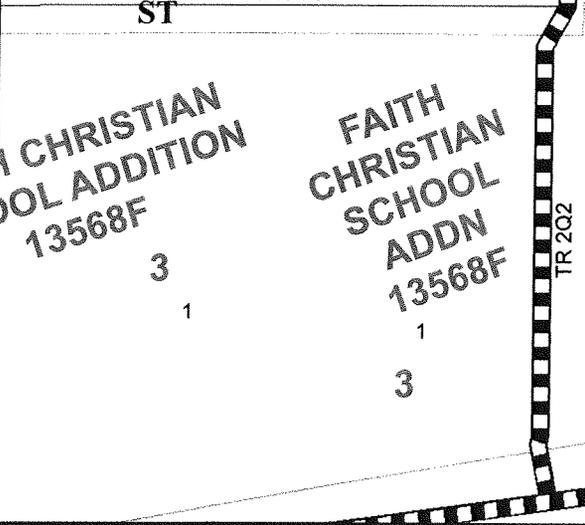
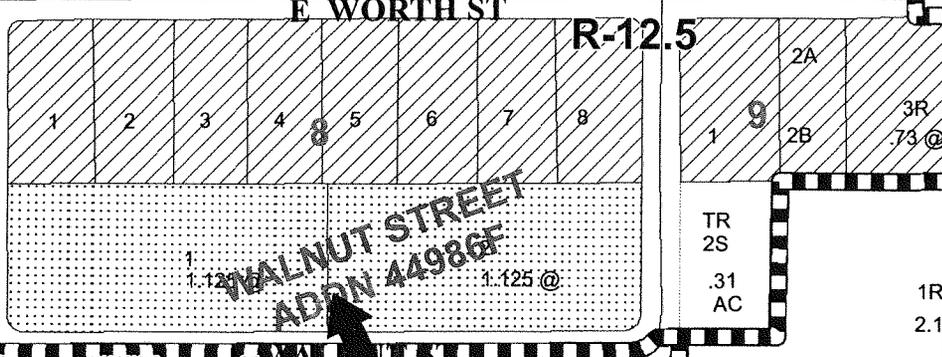
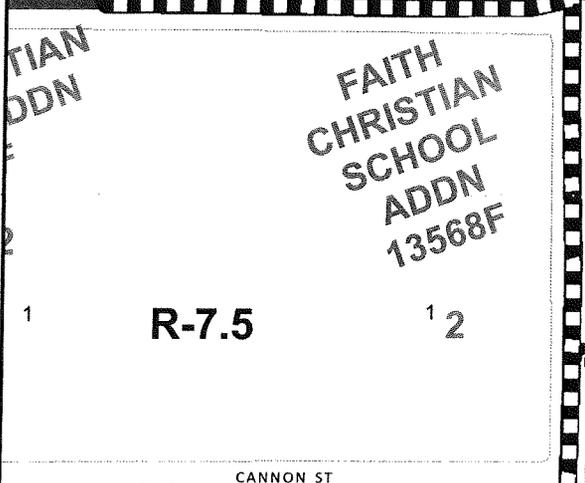
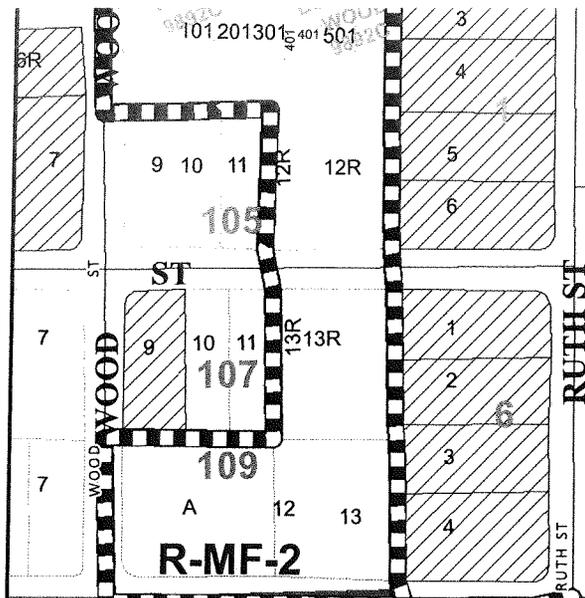
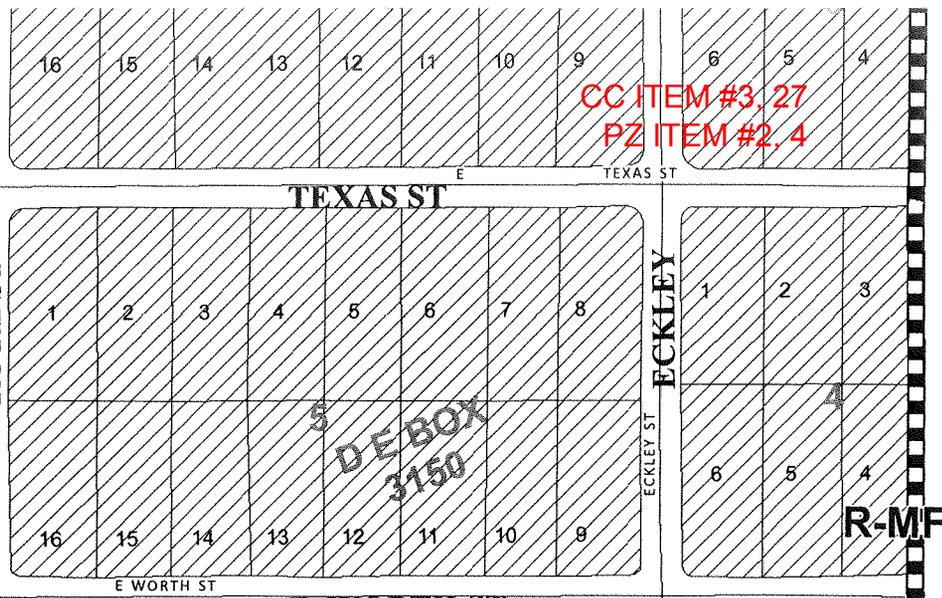
AIRPORT IMPACT:

The subject tract is located within "Zone A" zone of minimal effect as defined on the "Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs" map. Few activities will be affected by aircraft sounds in Zone A, except for sound sensitive activities such as auditoriums, churches, schools, hospitals, and theaters. The applicant's proposal is an appropriate use in this noise zone.

MASTER PLAN APPLICATION:

The Master Plan designates the subject property as a Residential-Low Density land use. The applicant's proposal is in compliance with the Master Plan.

CC ITEM #3, 27
PZ ITEM #2, 4



CU14-44 GRACE

Date Prepared: 12/1/2014

This data has been compiled by the City of Grapevine IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



CITY OF GRAPEVINE

CONDITIONAL USE APPLICATION

Form "A"

PART 1. APPLICANT INFORMATION

Name of applicant / agent/company/contact Skip Blake / Blake Architects	
Street address of applicant / agent: 1202 S White Chapel Rd #A	
City / State / Zip Code of applicant / agent: Southlake TX 76092	
Telephone number of applicant / agent: 817 488 9397	Fax number of applicant/agent
Email address of applicant/agent blakearch@verizon.net	Mobile phone number of applicant/agent 817 538 8078

PART 2. PROPERTY INFORMATION

Street address of subject property 837 Walnut Street	
Legal description of subject property (metes & bounds must be described on 8 1/2" x 11" sheet)	
Lot 142	Block 1 Addition Walnut Street
Size of subject property	
Present zoning classification: R-7.5	Proposed use of the property: Non Profit Organization
Circle yes or no, if applies to this application	
Outdoor speakers Yes <input type="radio"/> No <input checked="" type="radio"/>	
Minimum / maximum district size for conditional use request:	
Zoning ordinance provision requiring a conditional use:	

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner: Grapevine Relief + Community Exchange		Juan + Tarango	
Street address of property owner: PO Box 412		Espinoza	
City / State / Zip Code of property owner: Grapevine TX 76099		210 Lone Pecan Dr	
Telephone number of property owner:		Garland TX 75040	
Fax number of property owner:			

- Submit a letter describing the proposed conditional use and note the request on the site plan document
 - In the same letter, describe or show on the site plan, and conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations (example: buffer yards, distance between users)
 - In the same letter, describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of other property in the neighborhood. Also, describe how the proposed conditional use will add to the value, use or enjoyment of other property in the neighborhood.
 - Application of site plan approval (Section 47, see attached Form "B").
 - The site plan submission shall meet the requirements of Section 47, Site Plan Requirements.
- All conditional use and conditional use applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.
 - All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.
 - Any changes to a site plan (no matter how minor or major) approved with a conditional use or conditional use permit can only be approved by city council through the public hearing process.
 - I have read and understand all the requirements as set forth by the application for conditional use or conditional use permit and acknowledge that all requirements of this application have been met at the time of submittal.

PART 4. SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST AND PLACE A CONDITIONAL USE REQUEST SIGN ON THE SUBJECT PROPERTY

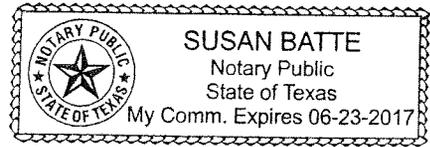
Roger Blake
Print Applicant's Name:

[Signature]
Applicant's Signature:

The State of Texas
County Of Tarrant
Before Me Susan Batte (notary) on this day personally appeared Roger Blake (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 20th day of November, A.D. 2014.



[Signature]
Notary In And For State Of Texas

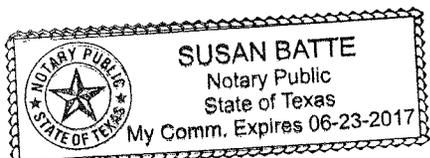
Shonda Schaefer
Print Property Owners Name:

The State Of Texas
County Of Tarrant
Before Me Susan Batte (notary) on this day personally appeared Shonda Schaefer (property owner)

[Signature]
Property Owner's Signature:

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 19th day of November, A.D. 2014.



[Signature]
Notary In And For State Of Texas

- Attach a final plat, or replat, of the approved subdivision by city council showing property boundary lines, dimensions, easements, roadways, rail lines, and public rights-of way crossing and adjacent to the tract (1 blue-line copy)
- If a master development plan is required, attach a statement showing the proposed use substantially conforms to the master development plan.
- Submit a site plan showing all information required by Section 47.E., Site Plan review requirements (see attached requirements).
- Provide all required information demonstrating compliance with all conditions imposed on any conditional use, site plan zoning, or conditional use zoning.
- All site plans must conform to the approved concept plan. Any changes to a site plan, approved with a conditional use or a conditional use, can only be approved by city council through the public hearing process.

PART 4. SIGNATURE TO AUTHORIZE FILING OF A FINAL SITE PLAN

Print Applicant's Name: _____

Applicant's Signature: _____

The State Of _____

County Of _____

Before Me _____ on this day personally appeared _____
(notary) (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this _____ day of _____, A.D. _____.

Notary In And For State Of Texas

Print Property Owners Name: _____

Property Owner's Signature _____

The State Of Texas

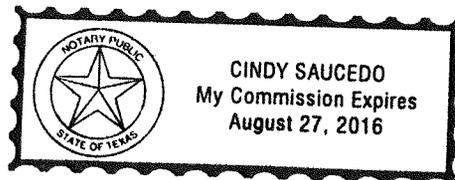
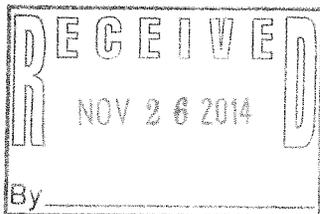
County Of Dallas

Before Me Cindy Saucedo on this day personally appeared Juan Espinoza
(notary) (property owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 24 day of November, A.D. 2014.

Notary In And For State Of Texas



ORDINANCE NO. _____

CU14-44
GRACE

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-44 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2004-77, AS AMENDED, TO ENLARGE THE EXISTING NON-PROFIT ORGANIZATION OPERATION IN A DISTRICT ZONED "R-12.5" SINGLE FAMILY DISTRICT REGULATIONS ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application was made requesting issuance of a conditional use permit by making applications for same with the Planning & Zoning Commission of the City of Grapevine, Texas, as required by State statutes and the zoning ordinance of the City of Grapevine, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Grapevine, Texas, after all legal notices requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the site; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages, noise producing elements, and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking

facilities; location of ingress and egress points for parking and off-street locating spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewerage, schools, parks and other facilities; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council of the City of Grapevine, Texas, did consider the following factors in making a determination as to whether this requested conditional use permit should be granted or denied; effect on the congestion of the streets, the fire hazards, panics and other dangers possibly present in the securing of safety from same, the effect on the promotion of health and the general welfare, effect on adequate light and air, the effect on the overcrowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, all of the requirements of Section 48 of Ordinance No. 82-73 have been satisfied by the submission of evidence at a public hearing; and

WHEREAS, the City Council further considered among other things the character of the existing zoning district and its peculiar suitability for particular uses and with the view to conserve the value of buildings and encourage the most appropriate use of land throughout this City; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that there is a public necessity for the granting of this conditional use permit, that the public demands it, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that the conditional use permit lessens the congestion in the streets, helps secure safety from fire, panic and other dangers, prevents the overcrowding of land, avoids undue concentration of population, facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the City Council of the City of Grapevine, Texas, has determined that there is a necessity and need for this conditional use permit and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the property requested for a change since this property was originally classified and, therefore, feels that the issuance of this conditional use permit for the particular piece of property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Grapevine, Texas, and helps promote the general health, safety and welfare of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That the City does hereby issue a conditional use permit in accordance with Section 48 of Ordinance No. 82-73, the Comprehensive Zoning Ordinance of the City of Grapevine, Texas, same being also known as Appendix "D" of the City Code, by granting Conditional Use Permit CU14-44 amending the site plan approved by Ordinance No. 2004-77, as amended, for a non-profit organization specifically to enlarge the existing operation in a district zoned "R-12.5" Single Family District Regulations within the following described property: Lot 1R, Block 1, Walnut Street Addition (837 East Walnut Street) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

Section 2. That the City Manager is hereby directed to amend the official zoning map of the City of Grapevine, Texas, to reflect the herein conditional use permit.

Section 3. That in all other respects the use of the tract or tracts of land herein above described shall be subject to all the applicable regulations contained in said City of Grapevine zoning ordinance and all other applicable and pertinent ordinances of the City of Grapevine, Texas.

Section 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewerage, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

Section 5. That this ordinance shall be cumulative of all other ordinances of the City of Grapevine, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

Section 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum

not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 8. That the fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

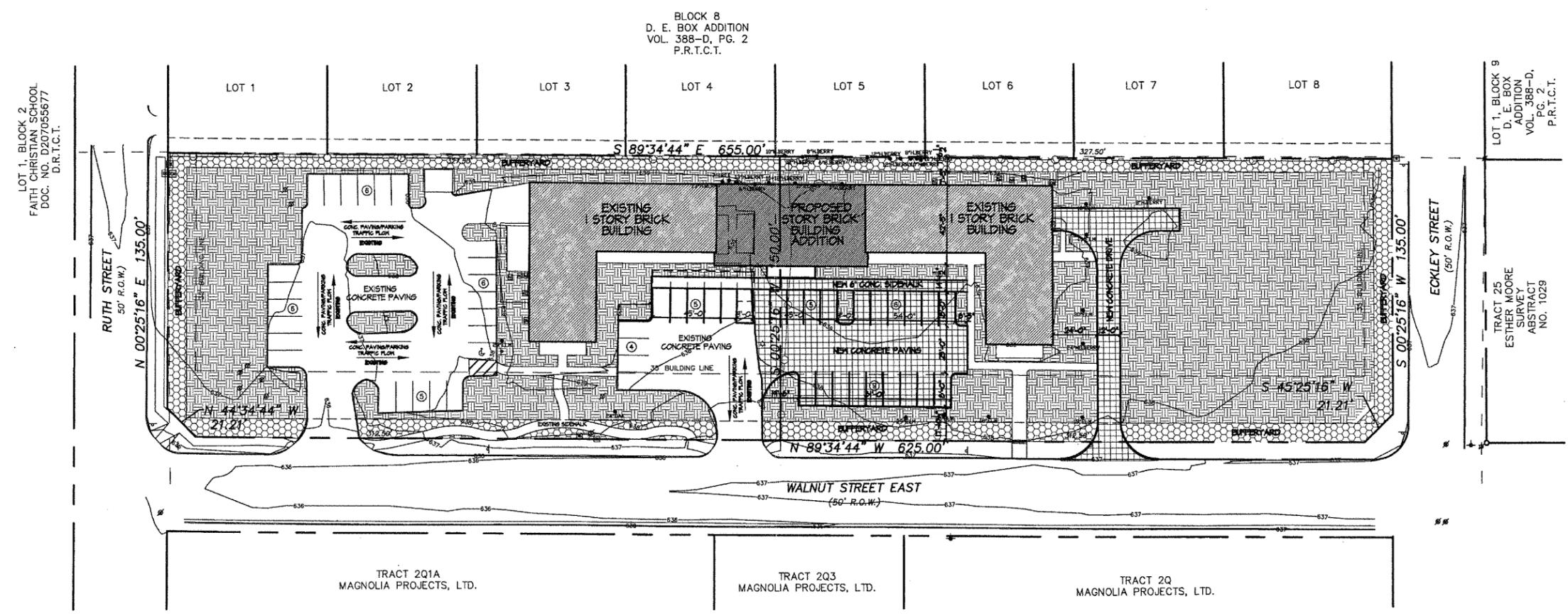
APPROVED:

ATTEST:

APPROVED AS TO FORM:

CC IT 12-08-14
PZ 12-08-14

JOB #1461
19/NOV/2014
08/DEC/2014



LOT 1, BLOCK 2
FAITH CHRISTIAN SCHOOL
DOC. NO. D207056677
D.R.T.C.T.

LOT 1, BLOCK 9
D. E. BOX
ADDITION
VOL. 388-D,
PG. 2
P.R.T.C.T.

TRACT 2Q1A
MAGNOLIA PROJECTS, LTD.

TRACT 2Q3
MAGNOLIA PROJECTS, LTD.

TRACT 2Q
MAGNOLIA PROJECTS, LTD.

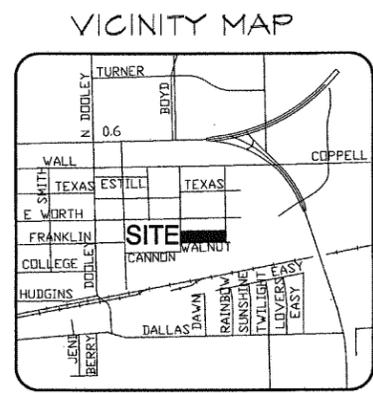
BLAKE ARCHITECTS
Suite A
1202 S. White Chapel Road
Southlake, Texas 76092
817-488-9397

GRACE
837 EAST WALNUT STREET
GRAPEVINE, TEXAS

CONDITIONAL USE REQUEST CUI4-44 IS A REQUEST TO AMEND PREVIOUSLY APPROVED SITE PLAN OF CUI4-38 (ORD. 04-TI) FOR A NON-PROFIT ORGANIZATION SPECIFICALLY TO ENLARGE THE EXISTING OPERATION.

LOT: 1R BLOCK: 1
WALNUT STREET ADDITION
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS

SITE DATA SUMMARY CHART	
EXISTING ZONING	R-12.5 SINGLE FAMILY DISTRICT
PROPOSED ZONING	R-12.5 SINGLE FAMILY DISTRICT
GROSS ACREAGE	2.25 ACRES
NET ACREAGE	98,025 SF 2.25 ACRES
BUILDING COVERAGE	40% (MAX ALLOWED) 14% (PROVIDED)
AREA OF OPEN SPACE	52,639 SF
PERCENTAGE OF OPEN SPACE	40% (MIN ALLOWED) 54% (PROVIDED)
AREA OF IMPERVIOUS COVERAGE	45,386 SF
PERCENTAGE OF IMPERVIOUS COVERAGE	60% (MAX ALLOWED) 46% (PROVIDED)
PROPOSED BUILDING AREA (FOOTPRINT IN SQ. FT. W/ PORCHES) 110	14,108 SF 15,018 SF
NUMBER OF STORIES	2 STORIES (ALLOWED) 1 (PROVIDED)
MAXIMUM BUILDING HEIGHT	35 FEET (ALLOWED) 21'-4" (PROVIDED)
PROPOSED FLOOR AREA	14,108 SF
REQUIRED PARKING SPACES	(14,108/300)+5 = 52
PROVIDED PARKING SPACES	STANDARD 50 HANDICAP 2 TOTAL 52



CASE NAME: GRACE
CASE NUMBER: CUI4-44
LOCATION: 837 E. WALNUT STREET
WALNUT STREET ADDITION
LOT: 1R, BLOCK: 1

PAYOR: _____ SECRETARY: _____
DATE: _____
PLANNING AND ZONING COMMISSION
CHAIRMAN: _____
DATE: _____
SHEET: 1 OF 3
APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES
DEPARTMENT OF DEVELOPMENT SERVICES

SITE PLAN CUI4-44
FOR
GRACE
837 EAST WALNUT STREET
2.25 ACRES TRACT
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS

OWNER: GRAPEVINE RELIEF & COMMUNITY EXCHANGE
610 SHADY BROOK DRIVE
GRAPEVINE, TEXAS

APPLICANT: ROGER (SKIP) BLAKE
1202 S. WHITE CHAPEL ROAD
SOUTH LAKE, TEXAS 76092
TEL: 817-488-9397

BLAKE ARCHITECTS
1202 S. White Chapel Road • Suite A
Southlake, Texas 76092 • 817-488-9397

DATE: 08/DEC/2014
SHEET: 1 OF 3

CC IT #3
PZ IT #4



JOB #1461
10/NOV/2014
08/DEC/2014

BLAKE ARCHITECTS
Suite A
1202 S. White Chapel Road
Southlake, Texas 76092 • 817-488-9397

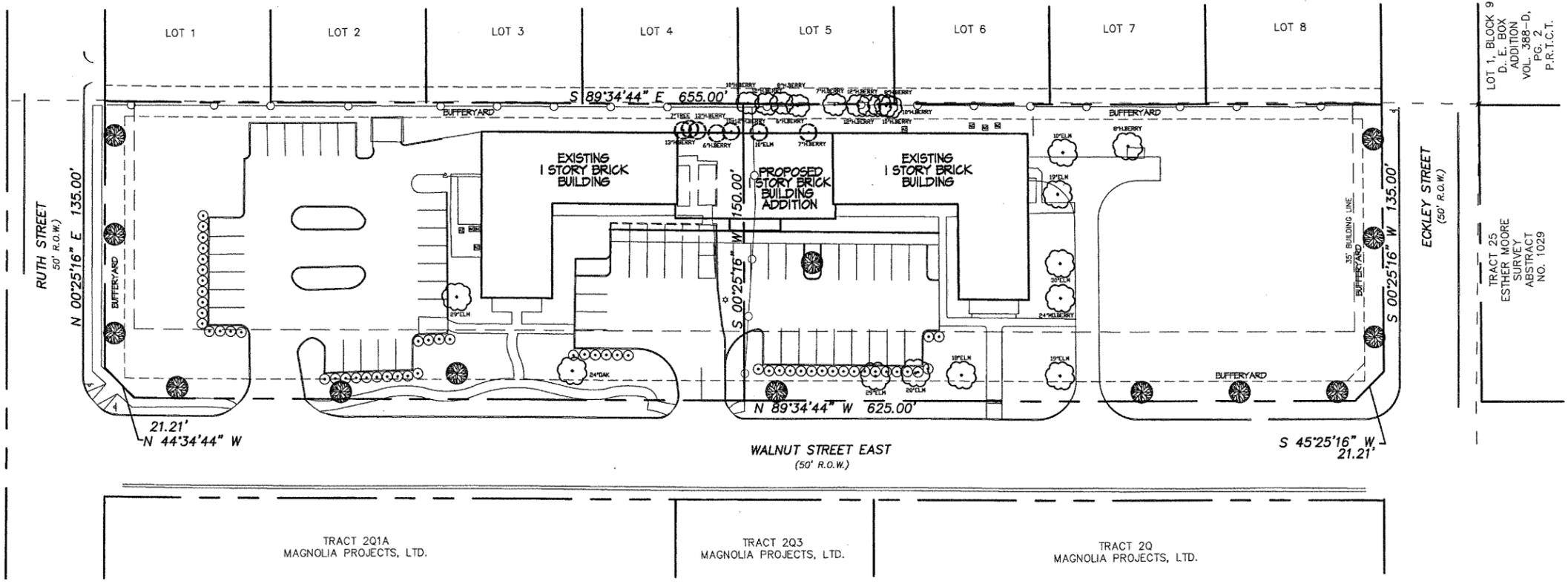
GRACE
857 EAST WALNUT STREET GRAPEVINE, TEXAS

FILE NAME: IFTI-SOUTH SITE (12-08-14).JPG

BLOCK 8
D. E. BOX ADDITION
VOL. 388-D, PG. 2
P.R.T.C.T.

LOT 1, BLOCK 2
FAITH CHRISTIAN SCHOOL
DOC. NO. D207055677
D.R.T.C.T.

LOT 1, BLOCK 9
D. E. BOX
ADDITION
VOL. 388-D,
PG. 2
P.R.T.C.T.



TRACT 201A
MAGNOLIA PROJECTS, LTD.

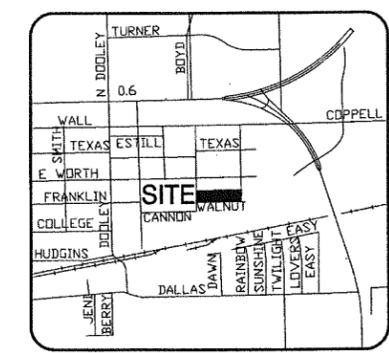
TRACT 203
MAGNOLIA PROJECTS, LTD.

TRACT 20
MAGNOLIA PROJECTS, LTD.

LOT: 1R BLOCK: 1
WALNUT STREET ADDITION
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS

LANDSCAPE PLAN
SCALE: 1"=50'-0"

VICINITY MAP



LANDSCAPE LEGEND	
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	NEW 3" CALIPER SOUTHERN LIVE OAK
	NEW LARGE SHRUB FRASER'S PHOTINIA (3'-0" O.C. & 3'-0" FROM CURB)

CASE NAME: GRACE
CASE NUMBER: CUI4-44
LOCATION: 857 E. WALNUT STREET
WALNUT STREET ADDITION
LOT: 1R, BLOCK: 1

HAYOR: _____ SECRETARY: _____
DATE: _____
PLANNING AND ZONING COMMISSION
CHAIRMAN: _____
DATE: _____
SHEET: 2 OF 3

APPROVAL DOES NOT AUTHORIZE ANY WORKS IN
CONFLICT WITH ANY CODES OR ORDINANCES
DEPARTMENT OF DEVELOPMENT SERVICES

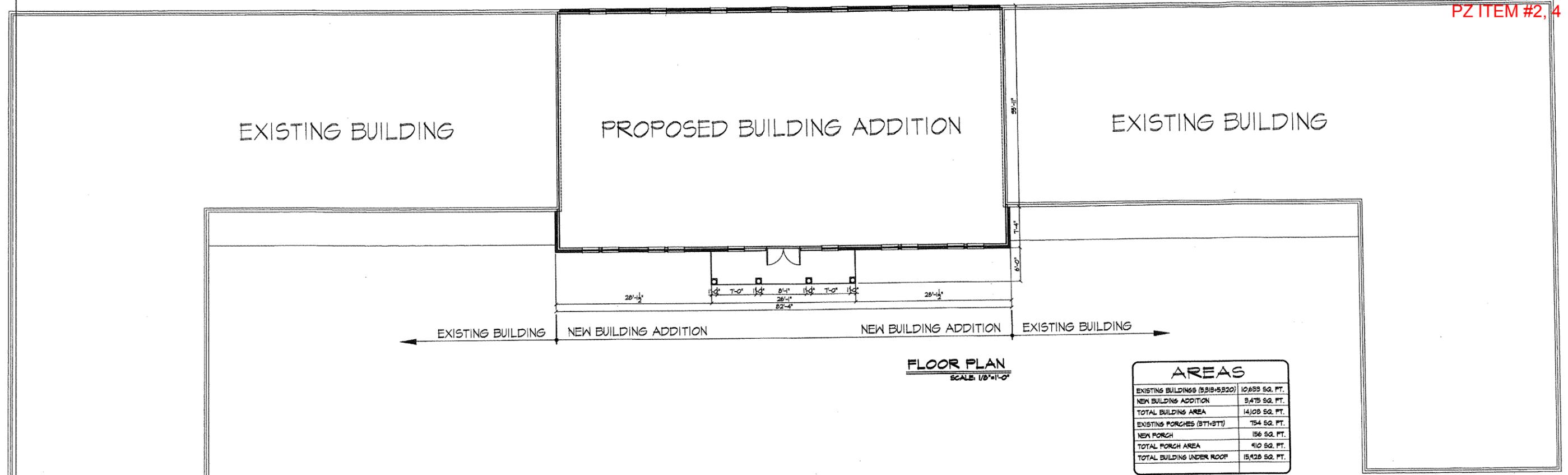
SITE PLAN CUI4-44
FOR
GRACE
857 EAST WALNUT STREET
2.25 ACRES TRACT
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS

OWNER: GRAPEVINE RELIEF & COMMUNITY EXCHANGE
610 SHADY BROOK DRIVE
GRAPEVINE, TEXAS

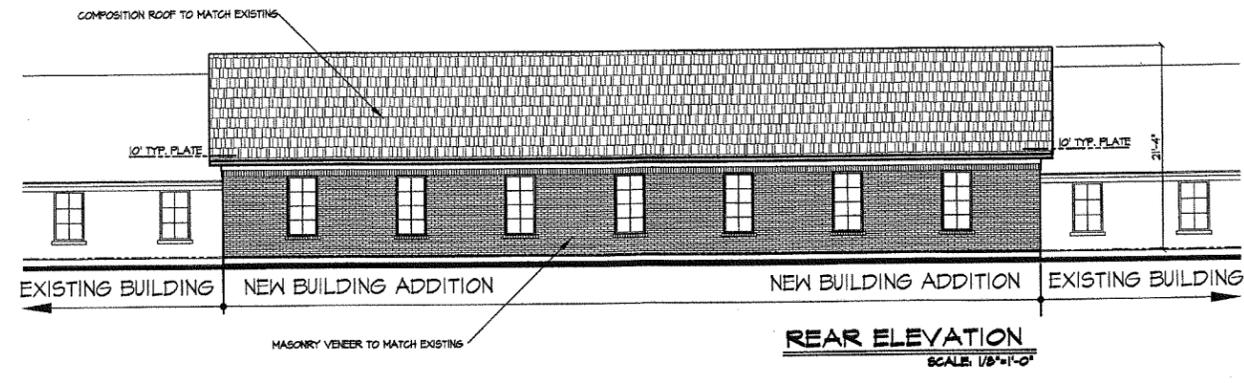
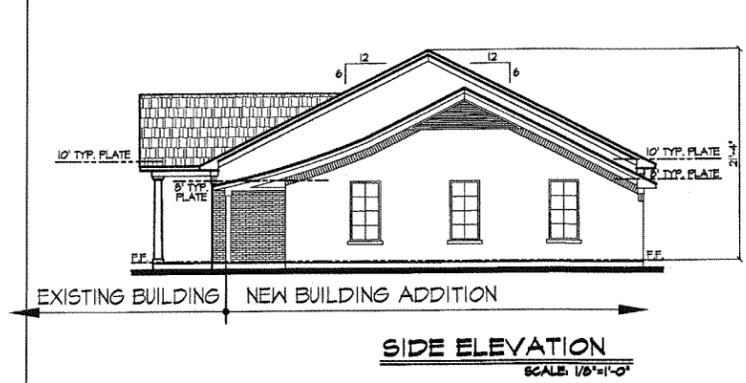
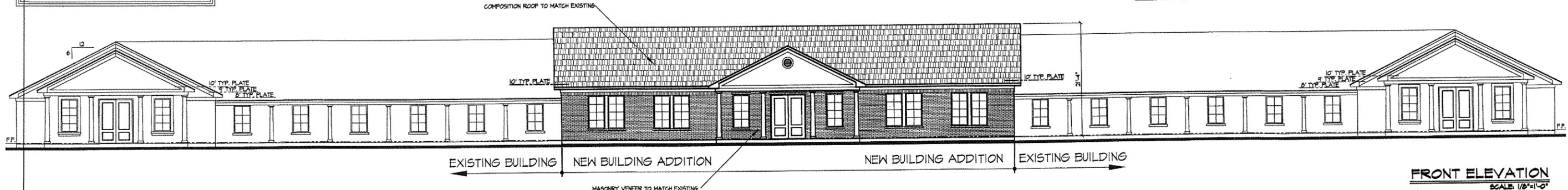
APPLICANT: ROGER (SKIP) BLAKE
1202 S. WHITE CHAPEL ROAD
SOUTH LAKE, TEXAS 76092
TEL: 817-488-9397

BLAKE ARCHITECTS
1202 S. White Chapel Road • Suite A
Southlake, Texas 76092 • 817-488-9397

DATE: 08/DEC/2014
SHEET: 2 OF 3



AREAS	
EXISTING BUILDINGS (5318+5320)	10,683 SQ. FT.
NEW BUILDING ADDITION	3,475 SQ. FT.
TOTAL BUILDING AREA	14,108 SQ. FT.
EXISTING PORCHES (57H+57T)	754 SQ. FT.
NEW PORCH	156 SQ. FT.
TOTAL PORCH AREA	910 SQ. FT.
TOTAL BUILDING UNDER ROOF	15,428 SQ. FT.



CASE NAME: GRACE
CASE NUMBER: CUI4-44
LOCATION: 837 E. WALNUT STREET
WALNUT STREET ADDITION
LOT: 1R, BLOCK: 1

MAYOR _____ SECRETARY _____
DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____
DATE: _____

SHEET: 3 OF 3

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES
DEPARTMENT OF DEVELOPMENT SERVICES

SITE PLAN CUI4-44
FOR
GRACE
837 EAST WALNUT STREET
2.25 ACRES TRACT
CITY OF GRAPEVINE
TARRANT COUNTY, TEXAS

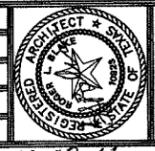
OWNER: GRAPEVINE RELIEF & COMMUNITY EXCHANGE
610 SHADY BROOK DRIVE
GRAPEVINE, TEXAS

APPLICANT: ROGER (SKIP) BLAKE
1202 S. WHITE CHAPEL ROAD
SOUTHLAKE, TEXAS 76092
TEL: 817-488-1341

BLAKE ARCHITECTS
1202 S. White Chapel Road • Suite A
Southlake, Texas 76092 • 817-488-9397

DATE: 05/DEC/2014
SHEET: 3 OF 3

JOB #1477
18/NOV/2014
05/DEC/2014



BLAKE ARCHITECTS
1202 S. White Chapel Road • Suite A
Southlake, Texas 76092 • 817-488-9397

GRACE
837 EAST WALNUT STREET GRAPEVINE, TEXAS

FILE NAME: 1477-SOUTH SITE (12-08-14).JES

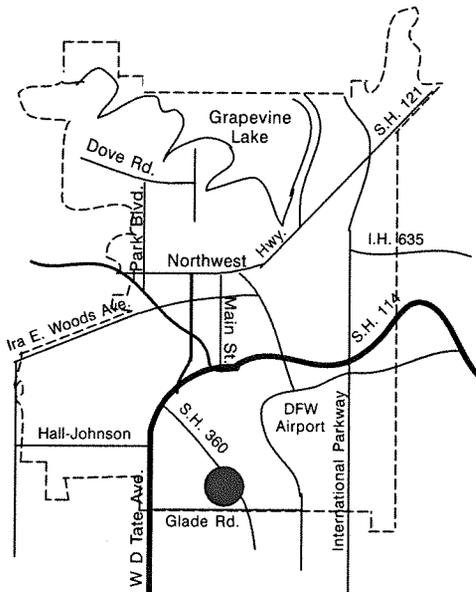
1208-14

TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS AND THE
PLANNING AND ZONING COMMISSION

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
SCOTT WILLIAMS, DEVELOPMENT SERVICES DIRECTOR

MEETING DATE: DECEMBER 16, 2014

SUBJECT: DEVELOPMENT SERVICES TECHNICAL REPORT OF PLANNED
DEVELOPMENT OVERLAY PD14-02 EASTWOODS



APPLICANT: Brad Meyer

PROPERTY LOCATION AND SIZE:

The subject property is located at 4420 Eastwoods Drive and is platted as Lots 1-5, Block 1, Lots 8-13, Block 1 and Lots 17-24, Block 1, Eastwoods Addition. The property contains approximately 6.534 acres and has 401 feet of frontage along Hughes Road and 490 feet of frontage along Eules-Grapevine Road.

REQUESTED PLANNED DEVELOPMENT OVERLAY AND COMMENTS:

The applicant is requesting a planned development overlay to include but not be limited to deviation from the building coverage requirements in the "R-5.0" Zero Lot Line District.

At the May 21, 2013 meeting City Council approved zoned change request Z13-01 (Ord. 2013-19) on the subject site to rezone the property from "CN" Neighborhood Commercial District and "PO" Professional Office District to "R-5.0" Zero Lot Line District for the development of a 26 lot single family subdivision.

With this request the applicant is asking for a planned development overlay relative to the following:

- Maximum building coverage: the combined area occupied by all main and accessory buildings and structures shall not exceed 40% of the total lot area. The

applicant proposes a maximum building coverage of 45% of the total lot area for 19 single family lots.

The applicant is requesting the increased building coverage in order to accommodate an outdoor living area (covered patio) for the proposed homes. A total of 26 single family lots have been platted on the subject site. Of the 26 single family lots, the applicant proposes increasing the lot coverage for a total of 19 lots as shown on the site plan. The seven lots excluded from the request contain adequate area to be able to construct the desired covered patio and maintain the maximum lot coverage of 40%.

The applicant proposes that no dwelling unit will be less than 2,500 square feet in size—a minimum 1,200 square feet is required by the ordinance. The applicant also proposes increasing the minimum masonry percentage to 90%—80% is required by the ordinance.

PRESENT ZONING AND USE:

The property is currently zoned “R-5.0” Zero Lot Line District and is under construction.

HISTORY OF TRACT AND SURROUNDING AREA:

The subject property and the property to the south were zoned “C-2” Community Business District prior to the 1984 City Rezoning. The property to the east was zoned “I-1” Light Industrial District prior to the 1984 City Rezoning. The property to north was designated as the future right-of-way for State Highway 360. To the west the property was zoned “R-1” Single Family District prior to the 1984 City Rezoning. Zone change application Z13-01 (Ord. 2013-19) was approved at the May 21, 2013 meeting on the subject site to allow for the development of a 26 lot single family subdivision.

SURROUNDING ZONING AND EXISTING LAND USE:

NORTH:	State Highway 360
SOUTH:	“R-7.5” Single Family District—Glade Crossing single family development and “GU” Governmental Use District—public open space/park
EAST:	“PCD” Planned Commerce Development District—vacant undeveloped property
WEST:	“R-7.5” Single Family District—Glade Crossing single family development

AIRPORT IMPACT:

The subject tract is located within “Zone B” Middle Zone of Effect as defined on the

“Aircraft Sound Exposure: Dallas/Fort Worth Regional Airport Environs” Map. In “Zone B” the following uses may be considered only if sound treatment is included in building design: multifamily apartments, motels, office buildings, movie theaters, restaurants, personal and business services. Single family residential and sound sensitive uses such as schools and churches should avoid this zone. The applicant’s proposal is not an appropriate use in this noise zone.

MASTER PLAN APPLICATION:

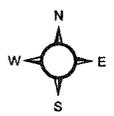
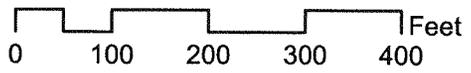
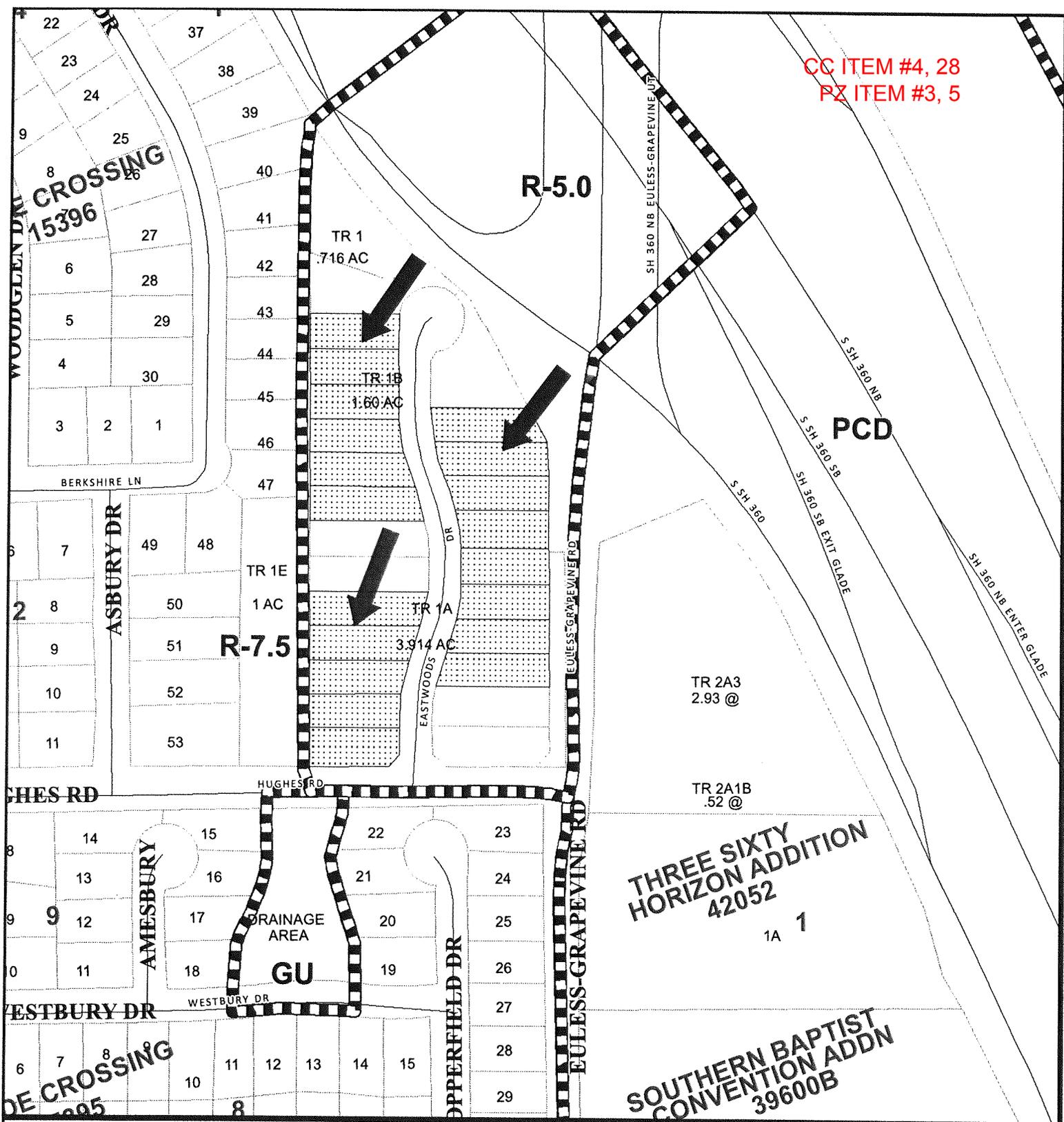
The Master Plan designates the subject property as a Low Intensity Commercial land use. The applicant’s request is not in compliance with the Master Plan.

THOROUGHFARE PLAN APPLICATION:

The Thoroughfare Plan designates Euless-Grapevine Road as a Type “D” Minor Arterial with a minimum 75-foot right-of-way to be developed as four lanes. Hughes Road is designated a Type “F” Collector with a minimum 60-foot right-of-way developed as two lanes.

/at

CC ITEM #4, 28
PZ ITEM #3, 5



PD14-02 Eastwoods

Date Prepared: 12/1/2014

This data has been compiled by the City of Grapevine IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.

131102



CITY OF GRAPEVINE

PLANNED DEVELOPMENT OVERLAY APPLICATION

PART 1. APPLICANT INFORMATION

Name of applicant / agent/company/contact

CGEW, LLC ; Brad Meyer

Street address of applicant / agent:

222 W Las Colinas Blvd., Suite 641E

City / State / Zip Code of applicant / agent:

Irving, Texas 75039

Telephone number of applicant / agent:

(817) 312-0417

Fax number of applicant / agent:

None

Email address of applicant / agent

brad.meyer@contrastdevelopment.com

Mobile phone number of applicant / agent

(817) 312-0417

Applicant's interest in subject property:

Applicant is the Owner

PART 2. PROPERTY INFORMATION

Street address of subject property

4420 Eastwoods Drive

Legal description of subject property (metes & bounds must be described on 8 1/2" x 11" sheet)

Lot 1-6, 8-13, 16-24 Block 1 Addition Eastwoods

Size of subject property

6.534

Acres

284,624

Square footage

Present zoning classification:

R 5.0

Proposed use of the property:

Single Family Residential

Minimum / maximum district size for request:

Zoning ordinance provision requesting deviation from:

Section 16.F.4 Maximum Building Coverage

PART 3. PROPERTY OWNER INFORMATION

Name of current property owner:

CGEW, LLC

Street address of property owner:

222 W Las Colinas Blvd., Suite 641E

City / State / Zip Code of property owner:

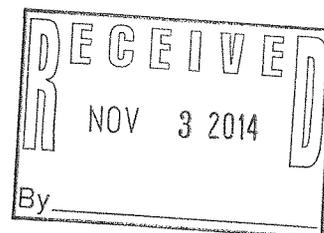
Irving, Texas 75039

Telephone number of property owner:

(817) 312-0417

Fax number of property owner:

None



- Submit a letter describing the proposed Planned Development and note the request on the site plan document.
- Describe any special requirements or conditions that require deviation of the zoning district regulations.
- Describe whether the proposed overlay will, or will not cause substantial harm to the value, use or enjoyment of other property in the neighborhood.
- Describe how the proposed planned development will add to the value, use or enjoyment of other property in the neighborhood.
- The site plan submission shall meet the requirements of Section 47, Site Plan Requirements.
- All planned development overlay applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.
- All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.
- Any changes to a site plan (no matter how minor or major) approved with a planned development overlay can only be approved by city council through the public hearing process.
- I have read and understand all the requirements as set forth by the application for planned development overlay and acknowledge that all requirements of this application have been met at the time of submittal.

PART 4. SIGNATURE TO AUTHORIZE PLANNED DEVELOPMENT OVERLAY REQUEST AND PLACE A PLANNED DEVELOPMENT OVERLAY REQUEST SIGN ON THE SUBJECT PROPERTY

Brad Meyer
Print Applicant's Name:

Brad Meyer
Applicant's Signature:

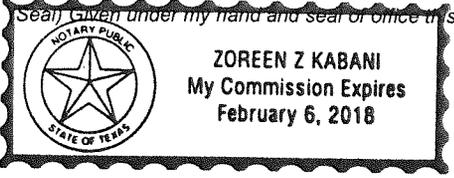
The State Of Texas

County Of Tarrant

Before Me Zoreen Kabani on this day personally appeared Brad Meyer
(notary) (applicant)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 3rd day of November, A.D. 2014



Zoreen Kabani
Notary In And For State Of Texas

CGEW, LLC by Brad Meyer, Member
Print Property Owners Name:

Brad Meyer
Property Owner's Signature:

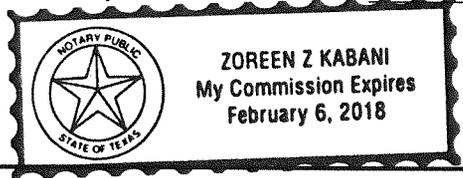
The State Of Texas

County Of Tarrant

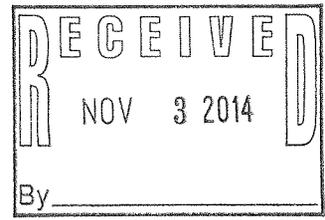
Before Me Zoreen Kabani on this day personally appeared Brad Meyer
(notary) (property owner)

known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 3rd day of November, A.D. 2014



Zoreen Kabani
Notary In And For State Of Texas



ACKNOWLEDGEMENT

All Planned Development Overlay Applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

All public hearings will be opened and testimony given by applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

Any changes to a site plan (no matter how minor or major) approved with a planned development overlay can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council. If after said period of four months an application has not been scheduled before the Commission and Council said application shall be considered withdrawn, with forfeiture of all filing fees. The application, along with the required filing fee may be resubmitted any time thereafter for reconsideration. Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

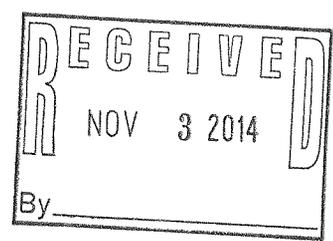
I have read and understand all of the requirements as set forth by the application for planned development overlay and acknowledge that all requirements of this application have been met at the time of submittal.

Signature of Applicant 

Date: 11-3-14

Signature of Owner 

Date: 11-3-14





PD14-02
CC ITEM #4, 28
PZ ITEM #3, 5

EASTWOODS PD REQUEST

Eastwoods is a 26 lot residential development located at the northwest corner of Hughes Road and Euless-Grapevine Road. It was approved for R-5 zoning on May 21th, 2013. Subdivision construction is almost complete.

The proposed homebuilder for Eastwoods is Copper Street Homes. Copper Street is a local homebuilder who is currently building quality homes in the Grapevine Historical District. The builder is currently projecting to build homes from the mid-\$400,000's to the mid-\$500,000's price range.

Our proposed PD contains a six (6) foot tall masonry screen wall along Hughes Road, Euless Grapevine Road and State Highway 360. Even though 5,000 square foot area lots are allowed within the R-5 zoning approved for this site, Eastwoods has no lots less than 7,000 square feet in area, exceeding the minimum requirement by 40 percent.

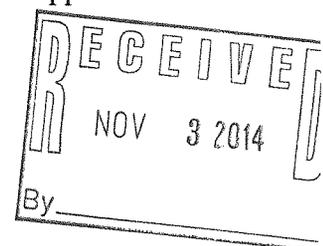
Today's homebuyer is looking for a complete living experience, not only inside their homes but also in outdoor living areas. These outdoor areas become spaces where the homebuyer is able to comfortably host family and friends in an area of their home containing a high level of amenities. Other homebuilders in the area might only provide a non-structural, uncovered patio when they build a home, expecting the homebuyer to "upgrade" it in the future with elements such as wood posts and latticework, for instance.

Instead of these upgrades being added after the home is built we would like our homebuilder to design and our home buyer to select high quality, structurally designed outdoor living areas at the time of initial construction. Many times these outdoor living areas contain masonry fireplaces, mounted flat screen televisions, ceiling fans, built in grills and furniture most people would think belonged in the interior of a home.

In order to accomplish the addition of these high quality outdoor living areas, with approval of this PD, the only variation we are requesting to the base R-5 zoning is to increase the lot coverage from 40% to 45%. In exchange for allowing us to raise the lot coverage, we are proposing to increase the minimum house size from 1,200 square feet to 2,500 square feet for this development, an increase of over 100%. In addition we propose to increase the masonry requirement from 80% to 90%. We feel the real value in our request is the ability to build a high quality outdoor living area instead of a poorly executed homeowner add on.

This request would not cause substantial harm to the value, use or enjoyment of other property in the area, in fact, because of the increase in value provided by our homes, our neighbor's home values should be positively impacted. By allowing these special outdoor living spaces and by increasing the house size, the city will have better structurally sound homes as well as an increase in tax value from a more valuable home. We trust you agree with us and will approve our PD.

222 W. Las Colinas Blvd, Suite 641E, Irving, Texas 75093



ORDINANCE NO. _____

PD14-02
EASTWOODS

AN ORDINANCE ISSUING A PLANNED DEVELOPMENT OVERLAY IN ACCORDANCE WITH SECTION 41 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING PLANNED DEVELOPMENT OVERLAY PD14-02 TO INCLUDE BUT NOT BE LIMITED TO DEVIATION FROM BUILDING COVERAGE REQUIREMENTS IN THE "R-5.0" ZERO LOT LINE DISTRICT REGULATIONS, ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS PLANNED DEVELOPMENT OVERLAY PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application was made requesting issuance of a planned development overlay by making applications for same with the Planning & Zoning Commission of the City of Grapevine, Texas, as required by State statutes and the zoning ordinance of the City of Grapevine, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Grapevine, Texas, after all legal notices requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council did consider the following factors in making a determination as to whether this requested planned development overlay should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the site; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages, noise producing elements, and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street locating spaces,

and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewerage, schools, parks and other facilities; and

WHEREAS, the City Council of the City of Grapevine, Texas, at a public hearing called by the City Council of the City of Grapevine, Texas, did consider the following factors in making a determination as to whether this requested planned development overlay should be granted or denied; effect on the congestion of the streets, the fire hazards, panics and other dangers possibly present in the securing of safety from same, the effect on the promotion of health and the general welfare, effect on adequate light and air, the effect on the overcrowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, all of the requirements of Section 41 of Ordinance No. 82-73 have been satisfied by the submission of evidence at a public hearing; and

WHEREAS, the City Council further considered among other things the character of the existing zoning district and its peculiar suitability for particular uses and with the view to conserve the value of buildings and encourage the most appropriate use of land throughout this City; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that there is a public necessity for the granting of this planned development overlay, that the public demands it, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Grapevine, Texas, does find that the planned development overlay lessens the congestion in the streets, helps secure safety from fire, panic and other dangers, prevents the overcrowding of land, avoids undue concentration of population, facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the City Council of the City of Grapevine, Texas, has determined that there is a necessity and need for this planned development overlay and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the property requested for a change since this property was originally classified and, therefore, feels that the issuance of this planned development overlay for the particular piece of property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Grapevine, Texas, and helps promote the general health, safety and welfare of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That the City does hereby issue a planned development overlay in accordance with Section 41 of Ordinance No. 82-73, the Comprehensive Zoning Ordinance of the City of Grapevine, Texas, same being also known as Appendix "D" of the City Code, by granting Planned Development Overlay PD14-02 to include but not be limited to deviation from building coverage requirements in the "R-5.0" Zero Lot Line District Regulations for the following described property: Lots 1-5, Block 1, Lots 8-13, Block 1, and Lots 17-24, Block 1, Eastwoods (4420 Eastwoods Drive) all in accordance with a site plan approved pursuant to Section 47 of Ordinance No. 82-73, attached hereto and made a part hereof as Exhibit "A", and all other conditions, restrictions, and safeguards imposed herein, including but not limited to the following: None.

Section 2. That the City Manager is hereby directed to amend the official zoning map of the City of Grapevine, Texas, to reflect the herein planned development overlay permit.

Section 3. That in all other respects the use of the tract or tracts of land herein above described shall be subject to all the applicable regulations contained in said City of Grapevine zoning ordinance and all other applicable and pertinent ordinances of the City of Grapevine, Texas.

Section 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to secure safely from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewerage, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

Section 5. That this ordinance shall be cumulative of all other ordinances of the City of Grapevine, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

Section 6. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

Section 7. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

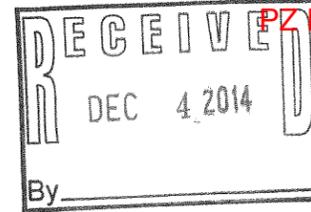
Section 8. That the fact that the present ordinances and regulations of the City of Grapevine, Texas, are inadequate to properly safeguard the health, safety, morals, peace and general welfare of the inhabitants of the City of Grapevine, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

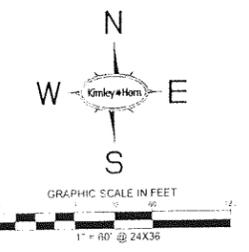
APPROVED:

ATTEST:

APPROVED AS TO FORM:



VICINITY MAP

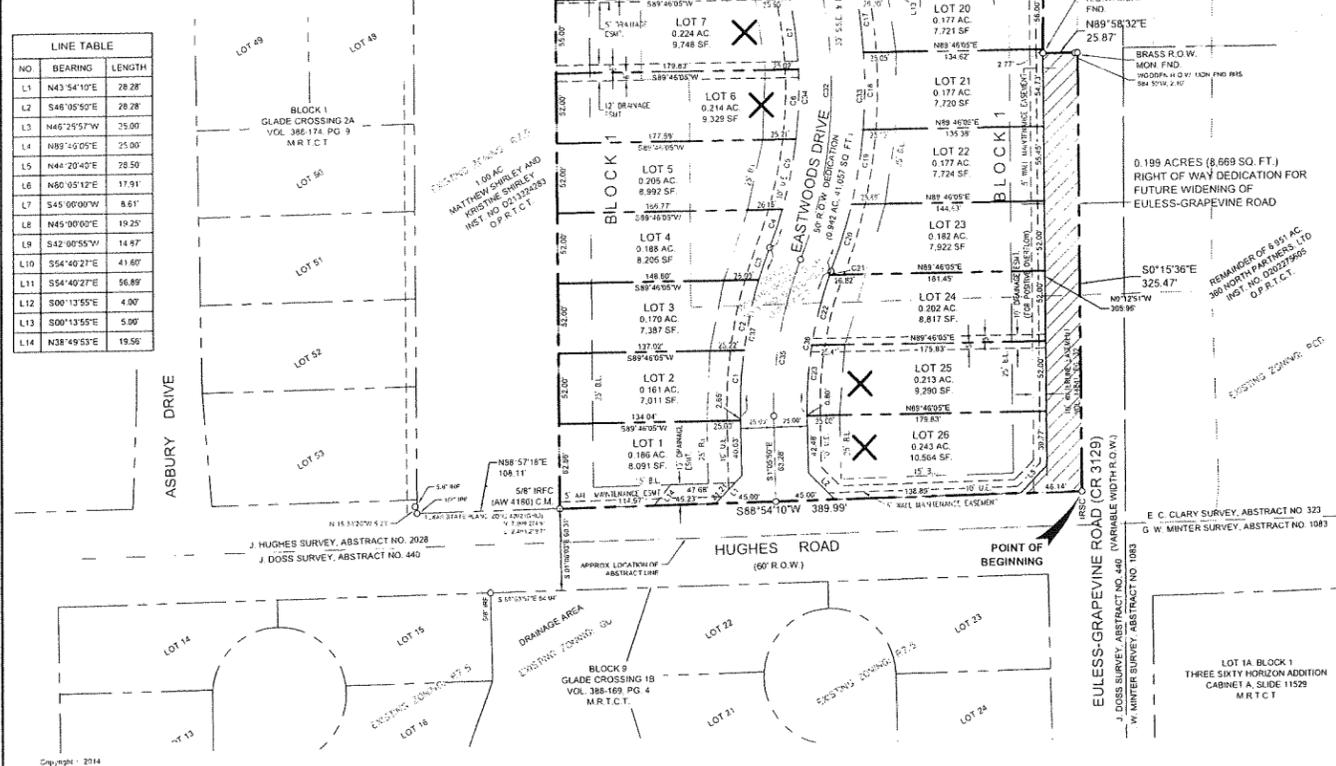


CURVE TABLE

NO	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	5 43'27"	125.00'	49.49'	N03°15'53"E	48.44'
C2	3 24'10"	325.00'	53.30'	N12°19'42"E	53.27'
C3	3 26'42"	325.00'	25.21'	N19°15'08"E	25.21'
C4	5 14'07"	325.00'	28.89'	N18°50'26"E	29.87'
C5	9 22'44"	325.00'	53.17'	N11°31'59"E	53.11'
C6	9 11'08"	325.00'	52.10'	N02°14'21"E	52.05'
C7	3 46'52"	325.00'	95.48'	N07°14'39"W	95.41'
C8	3 14'55"	325.00'	54.39'	N15°55'32"W	54.29'
C9	9 12'47"	325.00'	1.21'	N21°42'23"W	1.21'
C10	7 23'23"	325.00'	53.70'	N17°12'36"W	53.20'
C11	7 15'37"	325.00'	52.32'	N07°54'35"W	52.47'
C12	358 27'50"	50.00'	225.55'	N51°09'03"W	77.46'
C13	3 02'52"	325.00'	17.28'	N01°45'21"W	17.28'
C14	10 50'22"	275.00'	52.07'	S05°39'06"E	51.95'
C15	10 51'29"	275.00'	52.11'	S16°30'02"E	52.04'
C16	9 16'26"	375.00'	59.61'	S17°07'24"E	59.54'
C17	8 18'49"	475.00'	50.59'	S08°09'45"E	50.54'
C18	8 27'41"	375.00'	57.50'	S00°32'29"W	57.51'
C19	8 11'52"	375.00'	55.27'	S09°15'45"W	55.22'
C20	55 18'	375.00'	51.85'	N17°03'50"E	51.81'
C21	0 35'42"	375.00'	2.81'	S21°10'36"W	2.89'
C22	11 15'35"	275.00'	52.04'	N15°14'59"E	52.00'
C23	11 23'02"	275.00'	51.44'	S04°17'40"W	51.30'
C24	1 26'13"	375.00'	2.20'	N21°45'42"W	2.20'
C25	8 42'54"	50.00'	7.51'	N04°07'30"E	7.60'
C26	10 05'25"	50.00'	15.03'	N08°30'09"E	14.29'
C27	101 29'50"	50.00'	88.57'	S90°10'43"E	77.44'
C28	108 08'41"	50.00'	94.37'	S24°09'32"W	80.98'
C29	21 41'52"	300.00'	113.61'	S11°04'51"E	112.93'
C30	21 41'52"	375.00'	101.14'	S11°04'51"E	103.52'
C31	21 41'52"	325.00'	123.00'	S11°04'51"E	122.34'
C32	13 24'13"	350.00'	255.15'	S00°12'49"E	258.95'
C33	13 24'16"	375.00'	284.08'	N00°13'39"W	277.54'
C34	13 24'16"	325.00'	246.20'	N00°13'39"W	240.36'
C35	22 34'18"	300.00'	118.19'	S10°11'20"W	117.42'
C36	22 34'18"	275.00'	108.34'	S10°11'20"W	107.64'
C37	22 34'18"	325.00'	128.04'	S10°11'20"W	127.21'

LINE TABLE

NO	BEARING	LENGTH
L1	N43°54'19"E	78.28'
L2	S48°05'50"E	78.28'
L3	N40°25'57"W	25.00'
L4	N89°42'05"E	25.00'
L5	N44°20'40"E	28.50'
L6	N60°05'12"E	17.91'
L7	S45°00'00"W	8.61'
L8	N45°00'00"E	19.25'
L9	S42°00'55"W	14.47'
L10	S54°40'27"E	41.60'
L11	S54°40'27"E	56.89'
L12	S00°12'55"E	4.00'
L13	S00°13'55"E	5.00'
L14	N38°49'53"E	19.50'



NOTES

- Lot corners shall be marked with 1/2"x18" iron rods with red plastic caps stamped "KHA" and block corners shall be marked with 3/4"x24" iron rods with red plastic caps stamped "KHA", unless noted otherwise.
- All bearings shown are based on grid north of the Texas Coordinate System of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99985438769.
- According to Map No. 48436C0115K, dated September 25, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Tarrant County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Screening wall shall be placed on property line as shown in plan view.
- All the requirements of the Grapevine Soil Erosion Control Ordinance shall be met during the period of construction.
- Planned Development Overlay PD 14-02 is a request to establish a planned development overlay and allow deviation from, but not be limited to the required maximum building coverage.
- "X" Lots excluded from P.D.

NOTE: PLANNED DEVELOPMENT OVERLAY PD14-02 IS A REQUEST TO ESTABLISH A PLANNED DEVELOPMENT OVERLAY AND ALLOW DEVIATION FROM, BUT NOT LIMITED TO THE REQUIRED MAXIMUM BUILDING COVERAGE.

Site Data

Regulations	Required	Proposed
Density	8 du/ac	3.98 du/ac
Number of Dwelling Units Allowed	52	26
Minimum Lot Area	5,000 SF	7,000 SF
Maximum Building Coverage	40%	45%
Maximum Impervious Area	60%	60%
Minimum Floor Area	1,200 SF	2,500 SF
Front Yard Setback	25'	25'
Rear Yard Setback	25'	25'
Side Yard Setback	6'	6'
Building Separation	12'	12'
Lot Width	50'	52'
Lot Depth	100'	120'
Height (feet)	35'	35'
Height (stories)	2	2
Masonry Percentage	80%	90%

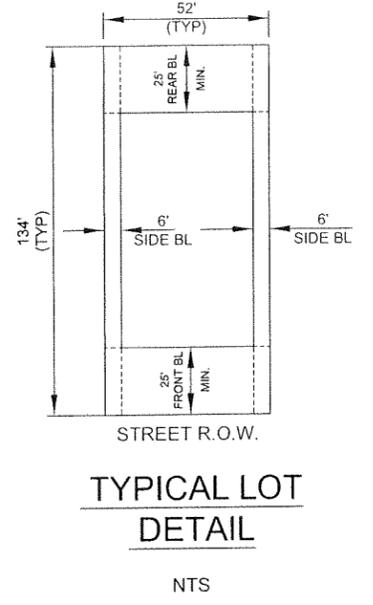


TABLE OF LOTS INCLUDED IN PD REQUEST

BLOCK	LOT	REQUIRED COVERAGE	PROPOSED COVERAGE
1	1	40%	45%
1	2	40%	45%
1	3	40%	45%
1	4	40%	45%
1	5	40%	45%
1	8	40%	45%
1	9	40%	45%
1	10	40%	45%
1	11	40%	45%
1	12	40%	45%
1	13	40%	45%
1	17	40%	45%
1	18	40%	45%
1	19	40%	45%
1	20	40%	45%
1	21	40%	45%
1	22	40%	45%
1	23	40%	45%
1	24	40%	45%

CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 1 OF 8

APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES



SITE PLAN EASTWOODS

CASE # PD 14-02
4420 EASTWOODS DRIVE
GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
EXISTING ZONING: R5.0
19 RESIDENTIAL LOTS
BEING 6.534 ACRES

SITUATED IN THE
J. HUGHES SURVEY, ABSTRACT NO. 2028
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS
DATE OF PLAT: FEBRUARY 2014

OWNER/DEVELOPER
CGEW
222 W. Las Colinas Blvd., Suite 641E
Irving, TX 75039
(817) 312-0417
Contact: Brad Meyer

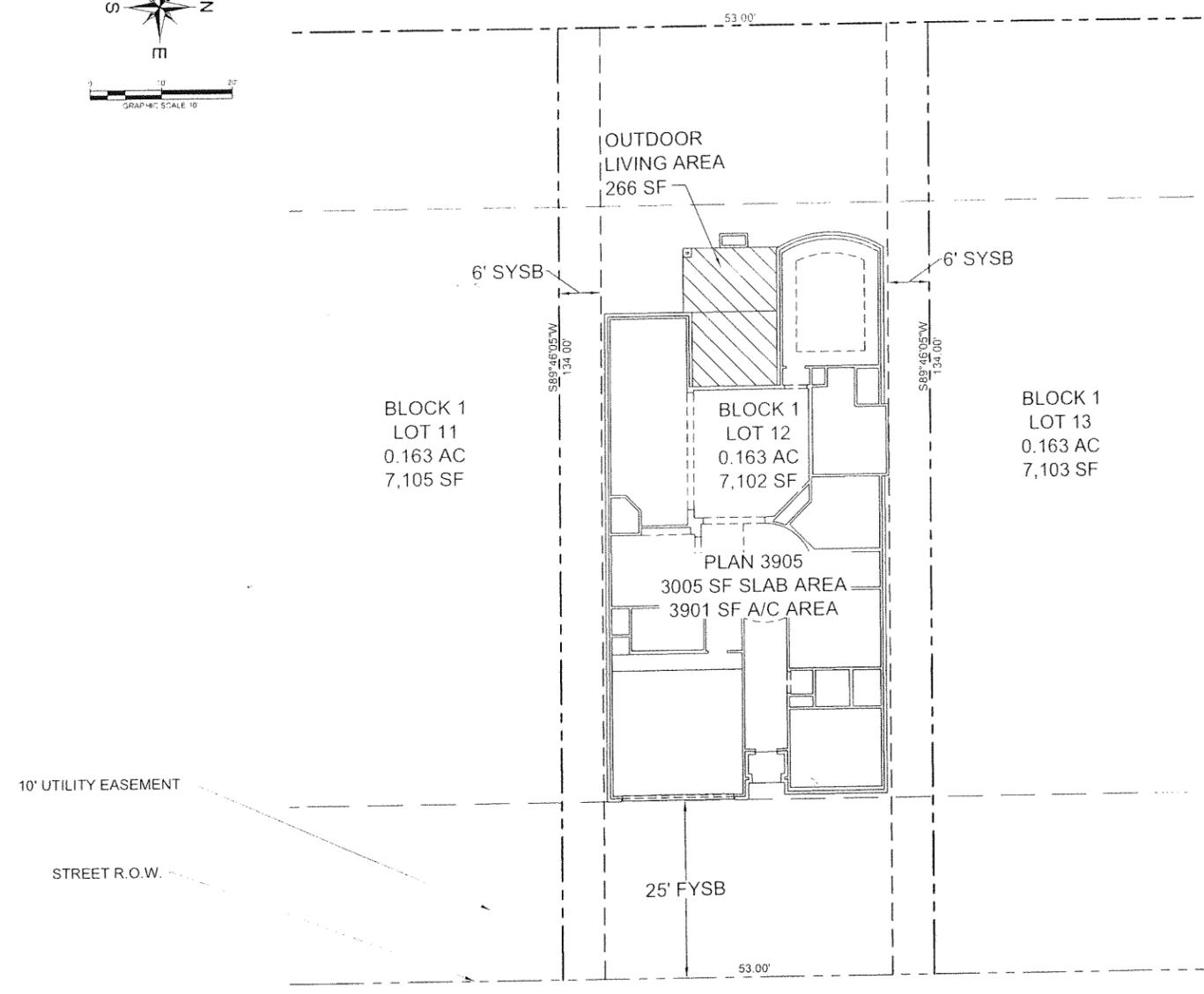
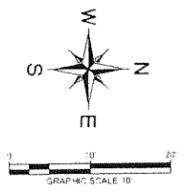
ENGINEER/SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
(972) 335-3580
Contact: Mark Harris, P.E.

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM #10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
Scale: 1" = 60'
Drawn by: JSC
Checked by: MEH
Date: 11/24/2014
Project No.: 064447501
Sheet No.: 1 OF 8

AREA CALCULATIONS

Total Platted Area	6.534 Ac
Right of Way Dedication	284,624 Sq. Ft.
Net Platted Area	1,141 Ac
Easement Dedication	49,726 Sq. Ft.
	5,393 Ac
	234,898 Sq. Ft.
	1,551 Ac
	67,577 Sq. Ft.



Coverage Chart for Plan 3905 on Lot 12, Block 1		
Regulations	Required	Actual
Lot Area	5,000 SF	7,102 SF
Front Yard Setback	25'	25'
Rear Yard Setback	25'	25'
Side Yard Setback	6'	6'
Building Separation	12'	12'
Lot Width	50'	52'
Lot Depth	100'	134'
Height	35' or 2 stories	35' or 2 stories
Floor Plan 3905		
Slab Area (includes garage)		2,739 SF
Building Coverage	40%	38.60%
Floor Plan 3905 with Outdoor Living		
Slab Area (includes garage)		3,005 SF
Building Coverage	40%	42.30%
Impervious Area (includes driveway and front sidewalk)		3,523 SF
Impervious Area (%)	60%	49.60%
Total Open Space Area		3,579
Open Space (%)		50.40%
Bedrooms		5
Air Conditioned Floor Area		≥ 3,901 SF

CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR SECRETARY

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN

DATE: _____

SHEET: 2 OF 8

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

**SITE PLAN
EASTWOODS**

CASE # PD 14-02
4420 EASTWOODS DRIVE
GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
EXISTING ZONING: R5.0
19 RESIDENTIAL LOTS
BEING 6.534 ACRES

SITUATED IN THE
J. HUGHES SURVEY, ABSTRACT NO. 2028
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER ENGINEER/SURVEYOR

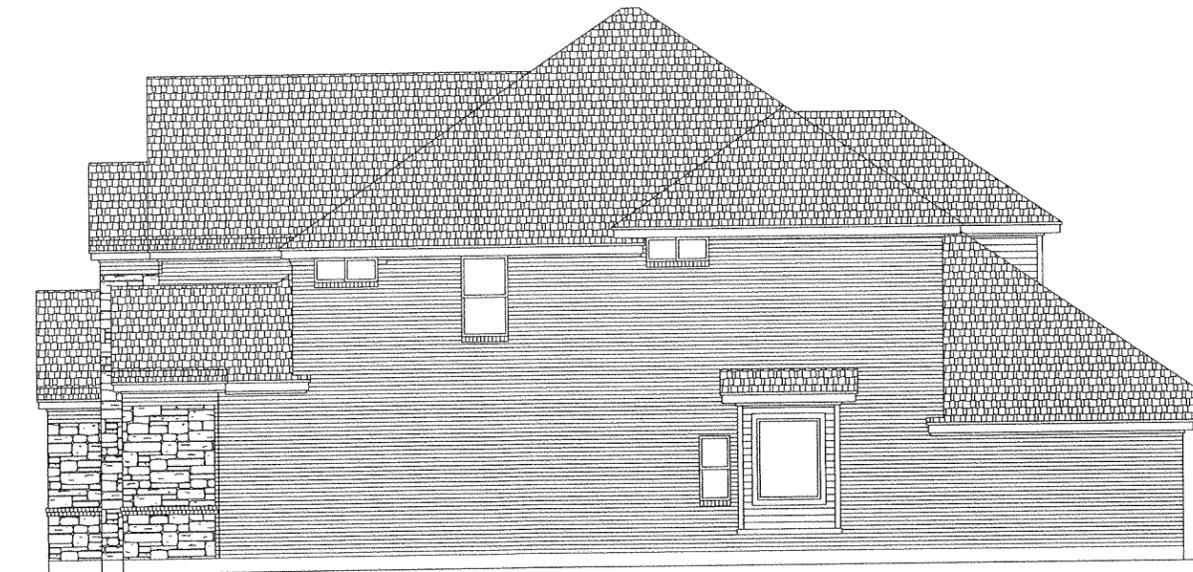
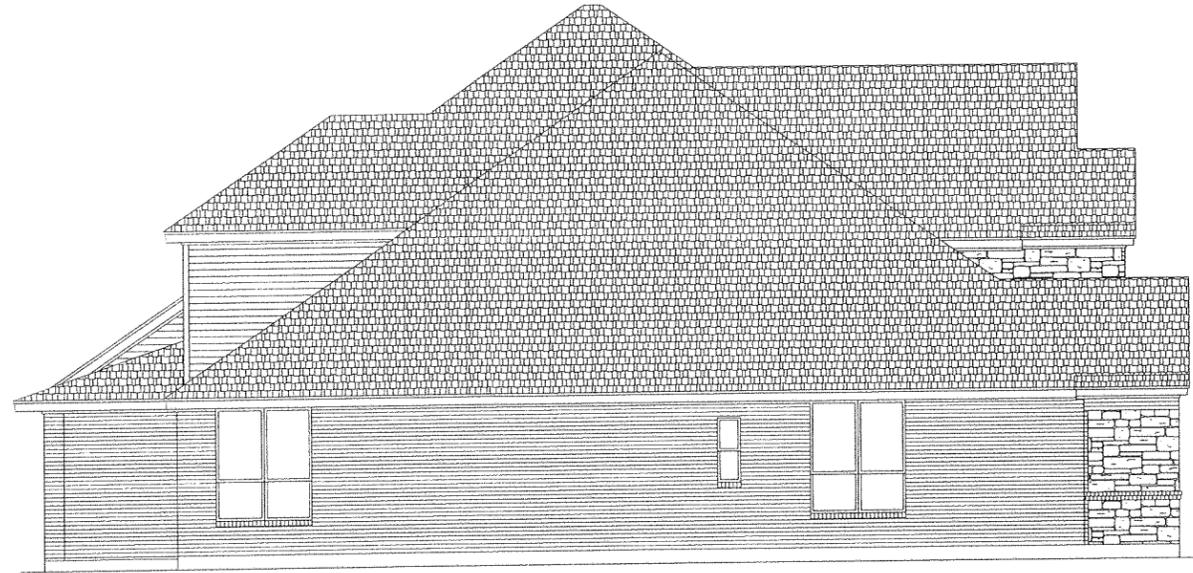
CGEW KIMLEY-HORN AND ASSOCIATES, INC.
222 W. Las Colinas Blvd., Suite 641E 5750 Genesis Court, Suite 200
Irving, TX 75039 Frisco, Texas 75034
(817) 312-0417 (972) 335-3580
Contact: Brad Meyer Contact: Mark Harris, P.E.

Kimley»Horn

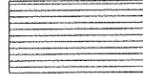
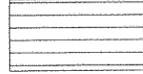
5750 Genesis Court, Suite 200 Frisco, Texas 75034 Tel. No. (972) 335-3580
Firm #10193822 Fax No. (972) 335-3775

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 10'	JSC	MEH	11/24/2014	064447601	2 OF 8

DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 11/24/2014



LEGEND

	BRICK EXTERIOR
	SIDING EXTERIOR
	STONE EXTERIOR

CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR _____ SECRETARY _____
DATE: _____
PLANNING AND ZONING COMMISSION
CHAIRMAN _____

DATE: _____
SHEET: 3 OF 8
APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES
DEPARTMENT OF DEVELOPMENT SERVICES

**SITE PLAN
EASTWOODS**

CASE # PD 14-02
4420 EASTWOODS DRIVE
GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
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SITUATED IN THE
J. HUGHES SURVEY, ABSTRACT NO. 2028
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER: CGEW
222 W. Las Colinas Blvd., Suite 641E
Irving, TX 75039
(817) 312-0417
Contact: Brad Meyer

ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
(972) 335-3580
Contact: Mark Harris, P.E.

PLAN 2944 - C
94% MASONRY COVERAGE

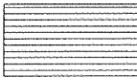
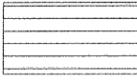
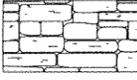
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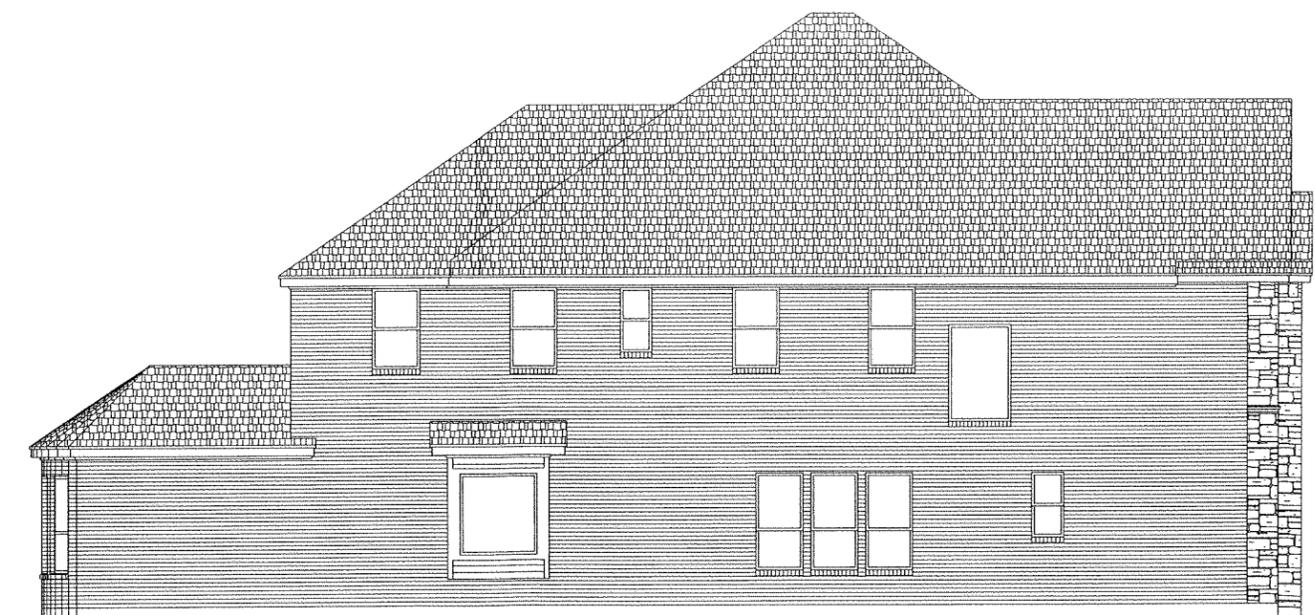
5750 Genesis Court, Suite 200 Frisco, Texas 75034 FIRM #10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS	JSC	MEH	11/24/2014	064447601	3 OF 8



LEGEND

	BRICK EXTERIOR
	SIDING EXTERIOR
	STONE EXTERIOR



CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR _____ SECRETARY _____

DATE: _____

PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE: _____

SHEET: 4 OF 8

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES

DEPARTMENT OF DEVELOPMENT SERVICES

**SITE PLAN
EASTWOODS**

CASE # PD 14-02
4420 EASTWOODS DRIVE
GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
EXISTING ZONING: R5.0
19 RESIDENTIAL LOTS
BEING 6.534 ACRES
SITUATED IN THE
J. HUGHES SURVEY, ABSTRACT NO. 2028
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER: CGEW
222 W. Las Colinas Blvd., Suite 641E
Frisco, Texas 75034
(817) 312-0417
Contact: Brad Meyer

ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
(972) 335-3580
Contact: Mark Harris, P.E.

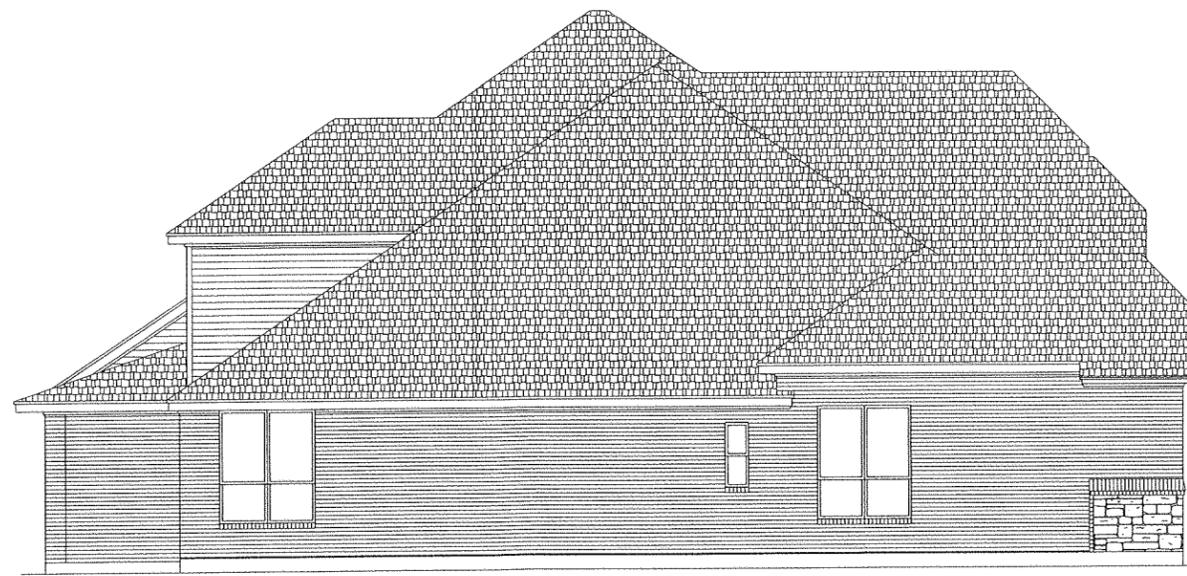
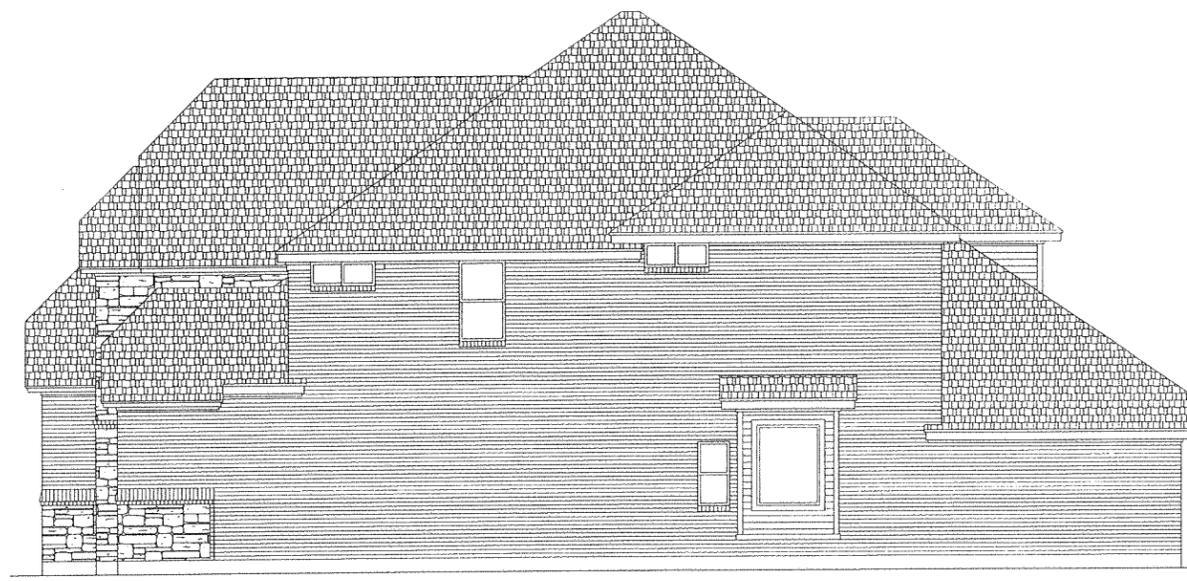
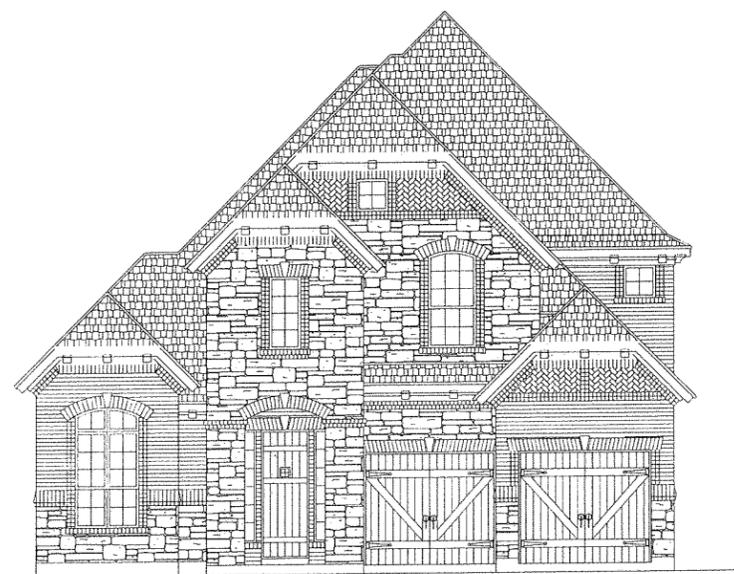
PLAN 3464 - C
92% MASONRY COVERAGE

Kimley»Horn

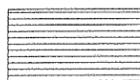
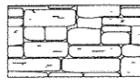
5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM #10193822

Tel. No (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS	JSC	MEH	11/24/2014	064447601	4 OF 8



LEGEND

	BRICK EXTERIOR
	SIDING EXTERIOR
	STONE EXTERIOR

CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR _____ SECRETARY _____
DATE _____
PLANNING AND ZONING COMMISSION
CHAIRMAN _____
DATE _____

SHEET: 5 OF 8

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES

SITE PLAN
EASTWOODS
CASE # PD 14-02
4420 EASTWOODS DRIVE
GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
EXISTING ZONING: R5.0
19 RESIDENTIAL LOTS
BEING 6.534 ACRES

SITUATED IN THE
J. HUGHES SURVEY, ABSTRACT NO. 2028
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER _____ ENGINEER/SURVEYOR _____

CGEW 222 W. Las Colinas Blvd., Suite 641E Irving, TX 75039 (817) 312-0417 Contact: Brad Meyer

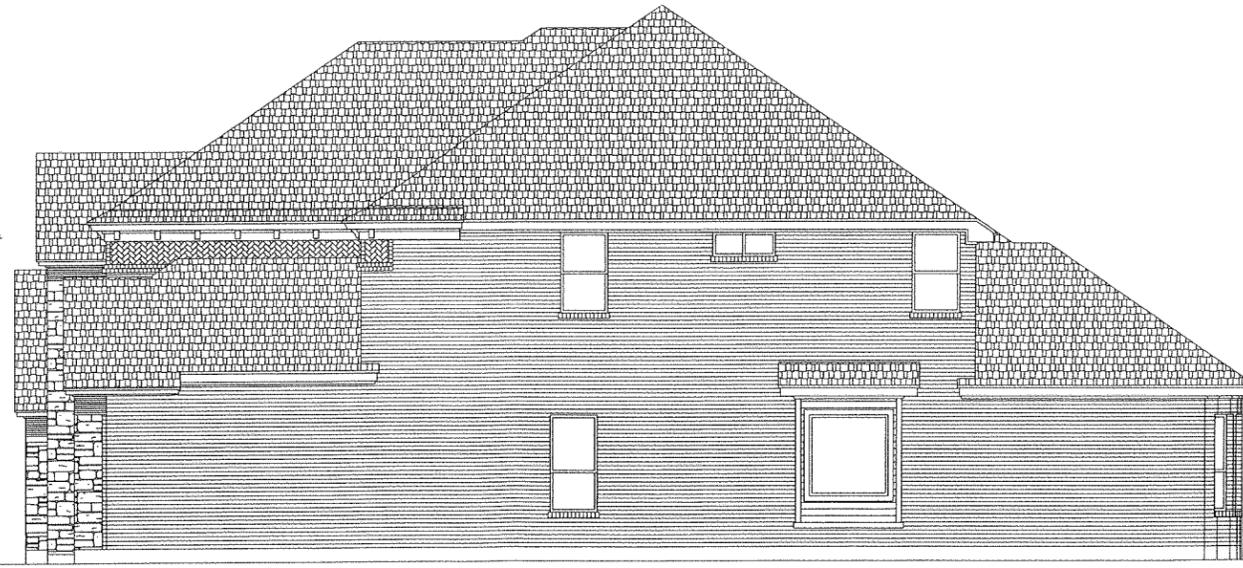
KIMLEY-HORN AND ASSOCIATES, INC. 5750 Genesis Court, Suite 200 Frisco, Texas 75034 (972) 335-3580 (972) 335-3779 Contact: Mark Harris, P.E.

PLAN 3485 - C
92% MASONRY COVERAGE

Kimley»Horn

5750 Genesis Court, Suite 200 Frisco, Texas 75034 FIRM #10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS	JSC	MEH	11/24/2014	064447601	5 OF 8



LEGEND

	BRICK EXTERIOR
	SIDING EXTERIOR
	STONE EXTERIOR

CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR _____ SECRETARY _____
DATE _____
PLANNING AND ZONING COMMISSION
CHAIRMAN _____
DATE _____

SHEET: 7 OF 8

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES

DEPARTMENT OF DEVELOPMENT SERVICES

**SITE PLAN
EASTWOODS**
CASE # PD 14-02
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GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
EXISTING ZONING: R5.0
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SITUATED IN THE
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CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER: CGEW
222 W. Las Colinas Blvd., Suite 641E
Irving, TX 75039
(817) 312-0417
Contact: Brad Meyer

ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC.
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Contact: Mark Harris, P.E.

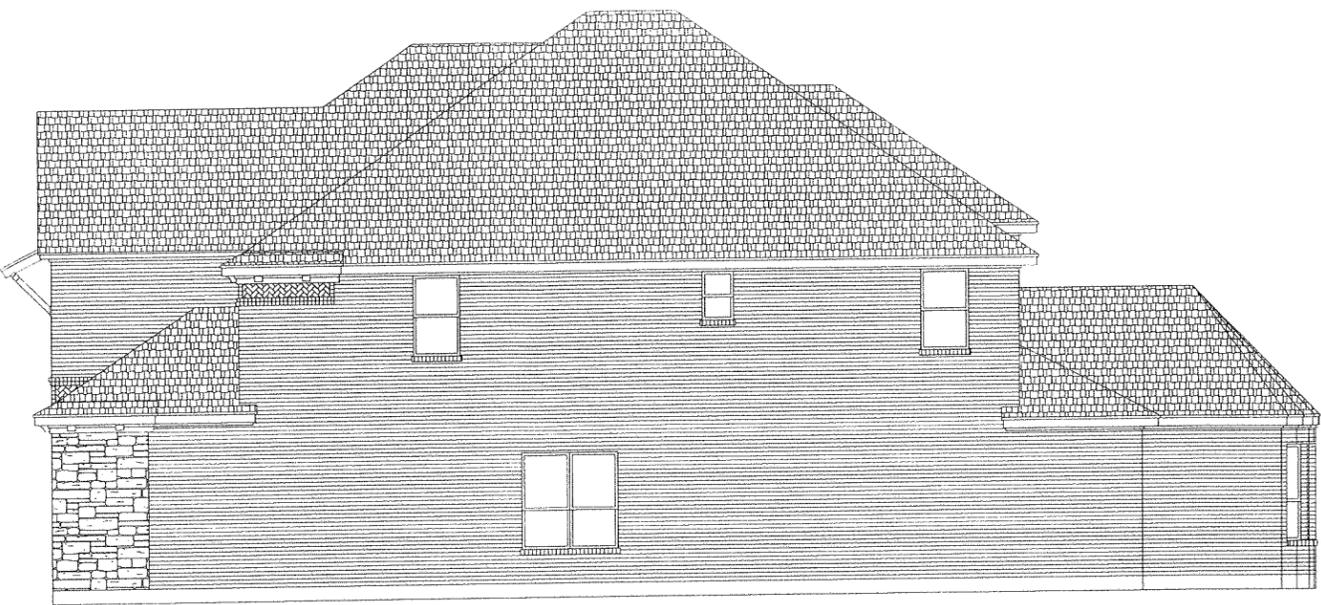
PLAN 3498 - C
92% MASONRY COVERAGE

Kimley»Horn

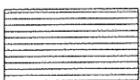
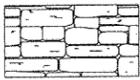
5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM #10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS	JSC	MEH	11/24/2014	064447601	7 OF 8

DRAWN: MEH; DATE: 11/24/2014 11:00:14 AM; PLOTTED BY: GIBBET, JARIN; 11/24/2014 2:07 PM; LAST SAVED: 11/20/14 1:58 PM



LEGEND

	BRICK EXTERIOR
	SIDING EXTERIOR
	STONE EXTERIOR

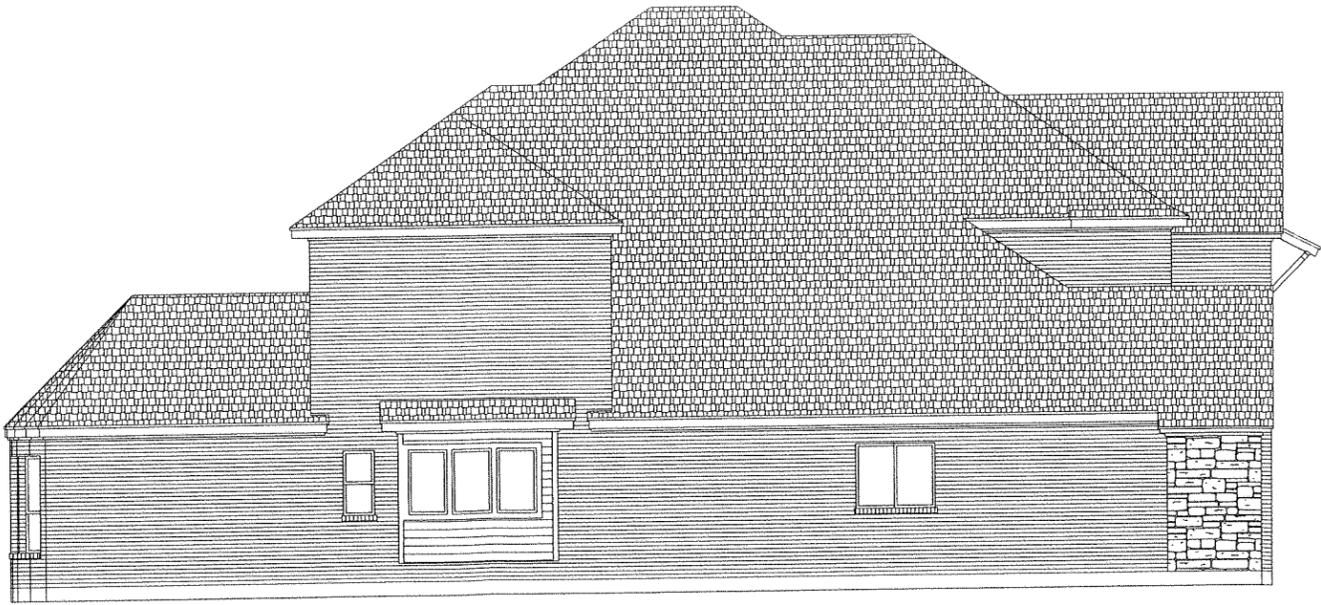
CASE NAME: EASTWOODS
CASE NUMBER: PD 14-02
LOCATION: 4420 EASTWOODS DRIVE
GRAPEVINE, TEXAS

MAYOR _____ SECRETARY _____
DATE: _____
PLANNING AND ZONING COMMISSION
CHAIRMAN _____

DATE: _____
SHEET: 8 OF 8

APPROVAL DOES NOT AUTHORIZE ANY WORK
IN CONFLICT WITH ANY CODES OR
ORDINANCES.

DEPARTMENT OF DEVELOPMENT SERVICES



**SITE PLAN
EASTWOODS**

CASE # PD 14-02
4420 EASTWOODS DRIVE
GRAPEVINE, TX
LOTS 1-5, 8-13, 17-24, BLOCK 1
EXISTING ZONING: R5 0
19 RESIDENTIAL LOTS
BEING 6.534 ACRES

SITUATED IN THE
J. HUGHES SURVEY, ABSTRACT NO. 2028
CITY OF GRAPEVINE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER: CGEW
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Irving, TX 75039
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Contact: Brad Meyer

ENGINEER/SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
(972) 335-3580
Contact: Mark Harris, P.E.

PLAN 3905
90% MASONRY COVERAGE

Kimley»Horn

5750 Genesis Court, Suite 200 Frisco, Texas 75034 FIRM #10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS	JSC	MEH	11/24/2014	064447601	8 OF 8

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: CONSIDER APPROVAL OF A CONTRACT WITH DEWBERRY ARCHITECTS FOR DESIGN SERVICE FOR THE EXPANSION AND RENOVATION OF THE GRAPEVINE PUBLIC LIBRARY

RECOMMENDATION:

City Council to consider approval of a contract with Dewberry Architects Inc., for the design service for the expansion and renovation of the Grapevine Public Library.

FUNDING SOURCE:

Funds are available in account 121-44540-313-15-0054 (Professional Services) for an amount not to exceed \$76,500.00.

BACKGROUND:

Included in the contract is the design of the 1,500 sq. ft. expansion and partial interior renovation of the Grapevine Public Library Genealogy Room and the current Periodical Reading Room.

The Periodical Room will be relocated to another area of the Library and the expansion will be used as a teen area to add additional space and programs for this age group. The Genealogy room will be expanded to provide additional shelving for new or donated materials and 60 shelves of items currently in a compact shelf area in the workroom which is not accessible to the public now.

In response to patron requests and changing demographics, funds to expand the teen and genealogy areas of the library were budgeted this year as a Quality of Life project funded through sales tax.

Denelle Wrightson, the architect that did the 2001 expansion and remodel will again be the architect. She has the knowledge and the original documents needed for the project which will provide continuity between the two projects. The total cost of this project is \$447,000.

Staff recommends approval.

Dewberry Architects Inc.
Agreement for the Provision of Limited Professional Services
November 5, 2014

OFFICE Dewberry Architects Inc.
ADDRESS: 7557 Rambler Rd., Suite 670
Dallas, Texas 75231

CLIENT: City of Grapevine
1201 Municipal Way
Grapevine, Texas 70651
Attn: Ms. Janis Roberson

PROJECT: Grapevine Public Library Expansion, Grapevine, Texas

SCOPE/INTENT AND EXTENT OF SERVICES:

DEWBERRY Architects will provide design services to the City of Grapevine for the 1,500 SF expansion and partial interior renovation of the Grapevine Public Library current periodical reading room and genealogy room. This work will include:

Meet with Library staff to present recommended design, materials, finishes and furniture revisions at the expansion and associated space. Prepare plans and specification, bid support and construction administration for the expansions and interior renovation.

Expansion and partial interior renovation

Provide architectural, structural and MEP design.

Create demolition plans.

Provide dimensioned plan, finish plans.

Prepare new reflected ceiling plan

Provide wall, window and door details for this area.

Provide structural and MEP documents.

Provide specifications for all work

Provide complete bid documents

Assist the City with the release of bids, issuing Addendum and reviewing the bid

Provide construction administration services.

FEE ARRANGEMENT:

Lump Sum: \$76,500 for the expansion/renovation and FFE including meetings, design, production, specifications, bidding and Construction administration.

Architecture	47,500
Structural	6,000
MEP	5,500
FFE	12,100
Cost Estimating	5,400

DIRECT EXPENSES:

We estimate reimbursables to not exceed \$3,500 in direct expenses.

ADDITIONAL SERVICES:

Design services not include in the Basic Services listed above shall be defined as Additional Services. Additional Services shall only be provided if authorized or confirmed in writing by the Client. If Additional Services are required due to circumstances beyond the Architect's control, the Architect shall notify the Client prior to commencing such services. Compensation for these Additional services shall be a mutually agreed upon fixed fee or, if total scope of Additional Services cannot be determined, work will be billed on an hourly basis at the rates below.

Denelle Wrightson	\$230.00
Project Architect	\$140.00
Intern Architect	\$ 90.00
Interior Designer	\$ 80.00
Clerical	\$ 60.00
Structural Engineer	\$140.00
MEP Engineer	\$140.00

The Terms and Conditions attached hereto are made apart hereof of this agreement and have the same force and effect as though said Terms and Conditions were herein set out in full.

OFFERED BY:

ACCEPTED BY:

Signature _____ Date _____

Signature _____ Date _____

Printed Name/Title _____ Date _____

Printed Name/Title _____ Date _____

Denelle C. Wrightson November 5, 2014

Terms and Conditions

The Client requests and authorizes Dewberry Architects Inc. to perform the services outlined in this agreement for the stated fee arrangement. Dewberry Architects Inc. will serve as consulting architects and will hereby be referred to as Dewberry.

Standard of Care:

Services performed by Dewberry under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Access To Site:

Unless otherwise stated, Dewberry will have access to the site for activities necessary for the performance of the services. Dewberry will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes between the Client and Dewberry shall be submitted to non-binding mediation.

Direct Expenses:

Dewberry Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Client's project, including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, computer services, telephone, printing, binding, postage and reproduction charges, all costs associated with outside consultants and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources times 1.00 and on the basis of current rates when furnished by Dewberry.

Billings/Payments:

Invoices for Dewberry services shall be submitted on a monthly basis for all services rendered. Invoices shall be payable within 45 days after the invoice is received. Client shall notify Dewberry in writing of any disputed amount within 45 days after date of invoice: otherwise all invoice charges are agreed to be acceptable. If the invoice is not paid within 45 days, Dewberry may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of services.

Insurance:

- A. Dewberry shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverages and limits of liability.
- (I) Commercial General Liability Insurance in an amount not less than a combined single limit of \$1 million per occurrence. This policy should be endorsed to name the City as an additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2 million otherwise Dewberry must provide a \$1 million per project aggregate applicable for the project specified in this contract. This policy must be endorsed to provide coverage for pollution/coverage. Such contamination coverage should be specified on the certificate described in (C) below,
 - (ii) Comprehensive Auto Liability Insurance, including hired, rental or non-owned automobiles, in an amount not less than a combined single limit of \$1 million per occurrence. This policy should be endorsed to name the City as an additional insured.
 - (iii) Workers' Compensation Insurance as required by the laws of the State of Texas and Employer's Liability Insurance in a minimum amount of \$1 million. This policy shall contain a Broad Form All States Endorsement. When required by the City, this policy shall

also be endorsed to include coverage required by the United State Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage. The certificate of insurance required by section C, below, must have the following statement shown in the remark section:

This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.

- (iv) Professional Liability Insurance. For projects with an estimated total cost in excess of \$1 million the limit of liability shall be in an amount not less than \$1 million per claim and in the annual aggregate. For projects with a total estimated cost of \$500,000 to \$1,000,000 the limit of liability shall be in an amount not less than \$500,000 per claim occurrence and in the annual aggregate. For projects with a total estimated cost less than \$500,000 the limit of liability shall be in an amount not less than \$250,000 per claim and in the annual aggregate.
- B. Dewberry shall promptly notify the City if any claim is asserted against the contractors whenever such a claim would apply to this coverage. This notification requirement applies whether the claim results from services performed under this agreement or from any other agreement with any other client. The City's intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required professional liability insurance.
- C. All coverage provided for in Section A shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Texas and having an A.M. Best Company rating of B+VII or better. The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
- D. Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. The said Certificate shall name the City as an additional insured as indicated in Section A and the liability policies shall be endorsed to include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for nonpayment of premium. Dewberry shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
- E. Dewberry and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
- F. The payment of any deductible specified by such insurance policies shall be the responsibility of the Consulting Architect firm and will be paid solely by Dewberry. If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to Dewberry for premium payment and has no right to recover premium payment from the City.
- G. A copy of the insurance policy will be provided to the City. The policy shall list the City as an additional insured and include a provision that the City shall receive thirty (30) days advance notice, in case of cancellation or any material change in the coverage stated above, and said provision shall include cancellation for nonpayment of premium.
- H. If any part of the services specified by this agreement are sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by Dewberry.

Termination of Services:

This agreement may be terminated by either party for convenience on 30 days' written notice. It may also be terminated for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance and diligently complete the correction thereafter. On termination, Dewberry will be paid for all authorized work performed up to the termination date.

Interpretation:

In the event of a conflict the laws of the State of Texas shall prevail. Venue for any cause of action shall be in Tarrant County, Texas.

Payment:

Dewberry shall submit a monthly invoice of the amount and value of the work accomplished to the date of such submission. The invoice shall also show the total of previous payments on account of this Contract, and the amount due and payable as of the date of the current invoice.

Upon receipt and approval of each invoice, the City shall pay the amount shown to be due and payable within forty-five (45) days.

The Contractor shall permit the authorized representative of the City to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

Compliance with Laws:

The Architect(s) shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this contract.

Compliance with Civil Rights Act:

The Architect(s) shall comply with the provisions contained in Title VI of the Civil Rights Act of 1964.

Compliance with Americans with Disabilities Act:

The Architect(s) shall comply with all applicable requirements of the Americans with Disabilities Act, 42, U.S. C. A. TUH. 12101-12213, as amended.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BIR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: LEGISLATIVE AGENDA

RECCOMENDATION:

City Council to consider a resolution laying out the City's agenda for the 84th State Legislative Session

BACKGROUND:

At a City Council workshop on December 2, Fred Hill presented our list of Legislative priorities for the 2015 session. The proposed priority list covers a variety of issues, such as appraisal and revenue caps, municipalities rights to hold elections and monitoring changes made to 4B and CCPD legislation to name a few.

If the Council approves this list of Legislative priorities, it will be circulated to our State Legislators before the start of the session in January, 2015. This formal process is especially helpful as staff meets with State Legislators to discuss these items. Our agenda includes the items listed below. If other issues come up as the session progresses, we will bring those to you for your consideration.

General Legislation

- Oppose sales tax initiatives that change taxing situs from point of sale to point of delivery
- Oppose property appraisal caps and revenue caps
- Oppose unfunded mandates
- Support a statewide smoking ban that would provide a level economic playing field between cities with a ban and those without
- Oppose legislation that would restrict eminent domain authority of local governments
- Monitor changes to 4B and CCPD legislation
- Allow all mixed beverage tax to stay in cities where collected
- Support legislation that would apply current City alcoholic beverage codes to currently dry areas in Grapevine that lie in Dallas and Denton Counties (approximately 500 acres)

Elections

- Oppose any legislation that would further restrict a municipality's rights to hold election

Human Resources

- Oppose legislative changes that would expand the Meet and Confer law
- Support legislation that would allow cities in TMRS to opt out of cost of living (COLA) increases for one or more years without a "catch up" penalty when COLA's are reinstated

Library

- Oppose further cuts to State funding of local libraries and endorse additional funding that would increase digital content for patrons and funding for remote workforce development activities in libraries.

Parks and Recreation

- Support legislation that would increase funding for State Parks and the Texas Recreation & Parks Account and insure that all funded projects be subject to the established Texas Parks & Wildlife Department scoring system
- Oppose the continued diversion of the sporting goods sales tax away from Texas Parks & Wildlife to other uses
- Support legislation that would directly benefit parks, recreation, open space and trails on utility corridors and waive all liability for those purposes to the utilities.

Police

- Support legislation that would require electronic reporting of pawn shop data to law enforcement
- Support requiring DNA testing of arrestees
- Support a ban on texting while driving

Planning, Zoning and Code Enforcement

- Support legislation to give municipalities authority over the location of gas pipelines
- Oppose any legislation weakening the ability of a City to enforce nuisance ordinances

Tourism

- Oppose efforts to shorten summer vacation of school children, which has a direct effect on the local and statewide tourism industry
- Oppose cuts to the State Tourism Fund
- Oppose legislation that would redirect hotel/ motel tax to any other entity or earmark its use for any particular purpose
- Support legislation that would increase funding for the Governor's Office of Tourism, specifically for international marketing.

Fire

- Support the repeal of legislation that limits a city's ability to require sprinkler systems in residential dwellings

Transportation and Public Works

- Support a statewide education campaign to inform Texans of transportation needs and the development of a consensus agenda to improve Texas transportation and that encourages Texans to participate in the transportation conversation
- Support efforts to urge the Legislature to enact revenue measures to fund investment needed to improve Texas transportation.
- Support statewide efforts to address water supply issues

Economic Development

- Support a revised incentive program for a Texas "deal closing fund" for large scale projects in which a Texas location is competing directly with other states for the investment

Staff recommends approval.

JCH/sgp

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, ADOPTING A LEGISLATIVE AGENDA FOR THE 84TH SESSION OF THE LEGISLATURE OF THE STATE OF TEXAS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the 84th Session of the Texas Legislature begins January 13, 2015;
and

WHEREAS, the City of Grapevine, Texas has a strong interest in legislative activities that may affect the City; and

WHEREAS, once the Legislative Session starts, legislation moves quickly and oftentimes a city position must be expressed on an issue before the City Council has an opportunity to meet; and

WHEREAS, the passage of a broad legislative agenda will allow staff to communicate the legislative priorities of the City on behalf of the entire City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the Legislative Agenda, attached as Exhibit "A", will serve as the official Legislative Agenda for the City of Grapevine, Texas.

Section 3. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

CITY OF GRAPEVINE, TEXAS
84th LEGISLATIVE SESSION AGENDA
(Exhibit A)

General Legislation

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Economic Development

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MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: PROFESSIONAL SERVICES CONTRACT TO PROCESS
APPLICATION QUALIFYING THE CITY FOR STATE FUNDS
FOR UNINSURED PATIENTS

RECOMMENDATION:

City Council to consider a professional services contract with PST Services, Inc., a division of the McKesson Group, to qualify the City for the Texas Ambulance Supplemental Payment Program.

FUNDING SOURCE:

Funds are budgeted in account 100-44540-210-1 (Professional Services/Fire Administration) in an annual estimated amount of \$5,500.00.

BACKGROUND:

In 2007, the City outsourced the EMS billing and collection services to a third party provider. Currently, the City is reimbursed for treatment of Medicaid patients at a set rate that does not recover costs incurred for service delivery. The Grapevine Fire Department is contracting with the McKesson Group to qualify the City for the Texas Ambulance Supplemental Payment Program (TASPP). This program is administered by the Texas Health and Human Services Commission and assists EMS providers with offsetting losses incurred when treating and transporting Medicaid beneficiaries and uninsured patients. This supplemental payment program is outside of the existing billing company and is approved by both state and federal entities.

The Finance, Purchasing and Fire Department staff reviewed the contract for specification compliance and determined that this contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval.

KW/BI

BUSINESS SUPPORT SERVICES AGREEMENT

This Business Support Services Agreement (“Agreement”) is effective as of the last date in the signature block below (the “Effective Date”), by and between PST Services, Inc., a Georgia corporation, whose mailing address is 5995 Windward Parkway, Alpharetta, Georgia 30005 (“PST”), and the City of Grapevine, TX, whose mailing address is 601 Boyd Drive, Grapevine, TX 76051 (“Client”).

RECITALS

Client operates an Emergency Medical Services Squad (“EMS Squad”) that provides professional ambulance services. PST is in the business of providing business support services to EMS Squads, provider networks, hospitals, physician groups and other healthcare providers. Client desires to retain PST to provide business support services required by Client in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

In consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, now agree as follows:

Article 1 – Obligations of PST.

Section 1.1. Services. Client retains PST to provide the services set forth in Exhibits A1 attached, as applicable, (collectively, the “Services”) to Client. Client agrees that PST is specifically authorized to engage PST Group or one or more of its subsidiaries to perform the Services hereunder at no additional cost to Client.

Section 1.2. Liabilities. PST is not responsible for any Client expenses or liabilities except as specifically provided for in this Agreement. Client is responsible for paying all expenses and liabilities relating to Client.

Section 1.3. Authority. Client grants PST the authority and power to carry out its obligations under this Agreement. PST shall provide the Services in accordance with applicable legal and regulatory requirements throughout the term of this Agreement.

Section 1.4. Limitations. PST shall employ or retain such personnel/employees as it deems necessary to perform the Services. Client recognizes that the Services provided by such personnel/employees may be part-time in nature and that the personnel/employees serving in these capacities may serve in other capacities as well. PST may propose that certain titles be conferred upon the employees in performing the duties under this Agreement. PST retains the right to replace any personnel/employee who is performing Services hereunder with another person without causing a breach or termination of this Agreement. PST may subcontract certain Services to support its provision of the Services under this Agreement, including but not limited

to electronic data interchange and printing of statements, without Client's approval. Client shall receive advanced written notice in the event PST subcontracts out the billing and reimbursement management Services.

Article 2 - Obligations of Client.

Section 2.1. Agent. Client appoints PST as its lawful attorney-in-fact solely for the purpose of carrying out PST's obligations set forth in this Agreement. Notwithstanding anything to the contrary herein, the parties understand, acknowledge, and agree that neither PST nor any affiliate or agent of PST has the ability to (a) receive payments of benefits assigned to Client directly from any payor pursuant to a power-of-attorney (as defined in Section 3060.10(A) of Medicare Carrier's Manual) or any other arrangement, or (b) transfer any payment of benefits assigned to Client to PST, its affiliates, or agents without the payment first passing through the Client's control.

Section 2.2. Professional Services. Notwithstanding the authority granted to PST herein, Client shall retain the authority to render Emergency Medical Services ("EMS") and direct the medical and ethical aspects of Client's EMS practices and shall retain control of all business affairs that may not legally be carried on by persons other than those duly licensed to practice medicine or surgery in the state or states where such persons practice. Furthermore, the parties acknowledge that only Client may render EMS to its patients through its employees and contractors who are duly licensed or otherwise legally authorized to render professional EMS within the state or states in which such persons practice. PST agrees that it shall not act pursuant to this Agreement in a manner that interferes with the professional judgment of Client's EMS personnel.

Article 3 - Mutual Obligations.

Section 3.1. Cooperation. Client's EMS personnel shall execute all documents and take all actions necessary to allow PST to perform its duties under this Agreement.

Section 3.2. Business Associate. In compliance with their respective legal duties regarding the privacy and security of protected health information, PST and Client agree to the obligations set forth in Exhibit C attached hereto.

Article 4 – Compensation.

Section 4.1. Service Fees. Client shall pay PST service fees as set forth in Exhibit B, attached hereto, for the Services provided in accordance with this Agreement.

Section 4.2. Reimbursement. Client shall reimburse PST for any additional expenses that PST incurs in connection with this Agreement when explicitly approved in an authorized writing in advance.

Section 4.3. Payment.

Section 4.3.1. Monthly Invoice. PST shall provide Client with an annual invoice indicating the total amounts collected and paid into Client's depository account in the previous year and

the amount of service fees due to PST based on the actual amounts collected. Client shall pay the service fee to PST within thirty (30) days from the date of receipt of the invoice.

Section 4.3.2. Disputed Amounts or Invoices. Client agrees to notify PST of any disagreement with respect to billing within thirty (30) days of receiving the monthly invoice. If Client and PST are unable to resolve the dispute before the date the service fees are due to PST, Client shall forward to PST the undisputed amount and the disputed amount shall be placed by Client into an escrow account until the dispute is resolved. If the parties are unable to resolve the dispute within sixty (60) days from the date the service fees are due to PST, PST may suspend its obligations hereunder upon thirty (30) days written notice to Client.

Article 5 – Term.

Section 5.1. Term. The initial term of this Agreement shall commence on November 1, 2014 and shall terminate thirty-six (36) months thereafter. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall automatically extend for up to five (5) additional one (1) year terms, unless either party delivers to the other party, not less than thirty (30) days prior to the expiration of the preceding term, written notice of that party's intent not to extend the term of this Agreement.

Article 6 – Termination.

Section 6.1. Termination. PST or Client may terminate this Agreement after timely notice to the other party, if the other party: (a) materially breaches this Agreement and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within 60 days after receiving notice of the breach from the terminating party, (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches this Agreement in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. In the event that PST is permitted to terminate this Agreement, PST may, at its sole option, elect to terminate any combination of other then-effective agreement with Client. Except as otherwise provided above, termination of this Agreement will not affect the parties' rights and obligations under any other agreement executed by the parties prior or subsequent to such termination, and all such other agreements will remain in full force and effect unless and until their respective expiration or termination in accordance with their contractual terms.

Section 6.2. Effect of Termination. In the event of termination of this Agreement in accordance with Section 6 or non-renewal, all rights, duties and obligations of both parties shall cease effect as of the date of termination, except as otherwise provided in this Section 6.2. Within ten (10) business days following termination, PST will deliver to Client a copy of the most current file backup in a printed and/or electronic media copy as agreed upon in writing by both parties, after payment of all outstanding invoices by Client. Client shall be responsible for the programming, debugging, testing, computer operations, and alternative media costs if a file is requested in a format other than the industry standard formats (i.e. ASCII or comma delimited). Client shall also be

responsible for the shipping cost of Client's billing records in PST's possession after termination that are forwarded to any destination other than Client's address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions set forth in Section 7.

Section 7 - Relationship of Parties.

Section 7.1. Independent Contractor. Each party is an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

Section 7.2. Warranties. PST warrants it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between PST and Client, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. With the exception of the above warranty, PST makes and Client receives no warranty, express or implied. All warranties of merchantability and fitness for a particular purpose are hereby expressly excluded.

Section 7.3. Computer Systems. All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by PST in connection with this Agreement (collectively, "Computer Systems") are and shall remain the sole and exclusive property of PST. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to Client. Upon termination of this Agreement for any reason, PST shall have the right to retain all such Computer Systems and Client shall, upon the request of PST, deliver all such Computer Systems in its possession to PST. PST shall use commercially reasonable efforts to cooperate in supplying source data to Client in the event Client transfers its business support function to another contractor.

Section 7.4. Confidentiality.

7.4.1. Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Section 7.4., or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this Agreement, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has

done so.

7.4.2. Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 7.4 will, with respect to Confidential Information that constitutes a “trade secret” (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

7.4.3. Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 7.4 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 7.4.3 will limit any other remedy available to either party.

7.4.4. Retained Rights. Client’s rights in the Services will be limited to those expressly granted in this Agreement. PST and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (a) made or developed at Client’s request, (b) made or developed in cooperation with Client, or (c) made or developed by Client, will be solely owned by PST or its suppliers. PST retains title to all material, originated or prepared for the Client under this Agreement. Client is granted a license to use such materials in accordance with this Agreement.

Section 7.5. Covenant not to Employ. During the term of the Agreement, and until the two year anniversary date of the effective date of termination of this Agreement, Client covenants and agrees it will not, without the advance written consent of PST, directly or indirectly, (i) induce or attempt to induce any PST employee to terminate employment with PST; (ii) hire or participate in the hiring or interviewing of any PST employee; (iii) provide names or other information about any PST employee for the purpose of assisting others to hire such employee; nor (iv) provide Confidential Information to a PST employee about PST or any entity affiliated with PST for the purpose of assisting that PST employee in finding employment with such entity for EMS billing services. For purposes of this paragraph, a PST employee means any person who is a current PST employee or was employed by PST within one (1) year of the date of any action that alleges a violation of this Section 7.5.

Section 7.6. Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(I)(i)(ii), for a period of four years after the Services are furnished, the parties agree that they, and each subcontractor who provides Services under this Agreement, will make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this Agreement and such books, documents, and records as may be necessary to verify the nature and extent of any combination of Services and Products with an aggregate value or cost of \$10,000 or more over a twelve month period.

Section 7.7. Limitation of Liability. CLIENT AGREES THAT PST SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED IN WHOLE OR IN PART BY FACTORS NOT WITHIN THE DIRECT CONTROL OF PST, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD PARTY SERVICE PROVIDERS TO ADEQUATELY PROVIDE THE SERVICES. PST SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR PROFITS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL PST BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.

Section 7.8. Exclusivity. During the term of this Agreement Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than PST unless agreed upon in writing by PST, except that Client shall be entitled to solicit bids from other suppliers of Services within 180 days of expiration of any term of this Agreement. This section does not apply to primary billing for EMS services or for debt collection services for invoices that have been written off.

Section 8 – Miscellaneous.

Section 8.1. Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to Client will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by Client by notice to PST.

Section 8.2. Force Majeure. Except as otherwise provided, neither party will be responsible for or in breach due to delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, strikes, lockouts, labor controversies (beyond the control of the delaying or non-performing party), civil disturbances, acts of war, governmental restrictions, shortages or inability to obtain adequate supplies or transportation or transmission facilities (beyond the control of the delaying or non-performing party), or other similar circumstances. In the event of delay in performance due to any such cause, the time for performance will be extended for a period of time reasonably necessary to overcome the effect of such delay.

Section 8.3. Conflicts. The provisions of this Agreement shall govern when there is any conflict with the provisions of any purchase order or other document of Client relating to the Services.

Section 8.4. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Texas, without regard to its conflicts of laws provisions.

Section 8.5. Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement and will not be affected.

Section 8.6. Descriptive Headings and Subheadings. Both parties understand that the headings and subheadings used in this Agreement are for descriptive and/or informational purposes only.

Section 8.7. Waiver. No consent or waiver, whether expressed or implied, by either party to or of any breach under this Agreement shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Section 8.8. Final Understanding and Modifications. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Section 8.9. Assignment and Subcontracts. Client may assign this Agreement with at least 60 days' prior written notice to PST, so long as Client remains secondarily liable for any and all executory obligations under this Agreement. PST may, upon notice to Client, assign this Agreement to any PST affiliate for any reason, or to any other entity as the result of a transfer of all or substantially all of PST's assets or capital stock or of any other corporate reorganization. PST may subcontract its obligations under this Agreement.

Section 8.10. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except by written addendum to this Agreement, duly signed by authorized representatives of the parties.

Section 8.11. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 8.12. Compliance with Law. The obligations of PST pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and PST may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a material adverse effect on the business, financial condition, or operations of PST or any subsidiary or affiliate of PST Group.

Section 8.13. Material Changes; Periodic Review. Notwithstanding anything to the contrary in

this Agreement, in the event (i) a significant change or amendment to any regulation, law, policy or procedure, (ii) any legal or ethical rule or regulation is promulgated or modified, or (iii) any administrative ruling or judicial interpretation is issued or modified that prohibits any act or course of conduct contemplated by this Agreement, or which materially and adversely affects the ability of PST to provide Services hereunder or imposes onerous financial or other burdens on PST's provision of Services hereunder, an amendment or modification to this Agreement shall be negotiated in good faith. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Client and PST.

Section 8.14. Agreement Construction. This Agreement shall not be presumptively construed for or against either party. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Business Support Services Agreement to be executed by their respective duly authorized representatives on the date first above written.

PST Services, Inc. Address: 5995 Windward Parkway Alpharetta, Georgia 30005	City of Grapevine, TX Address:
_____ Signed	_____ Signed
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

BUSINESS SUPPORT SERVICES AGREEMENT**EXHIBIT A-1****SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES**1. Description of Services.

As part of the PST's Supplemental Payment Assistance Services, PST's responsibilities under this Agreement will include:

- (a) Advising and assisting Client with enrolling in the Texas Medicaid Supplemental Payment Program (TASPP);
- (b) Managing the program applications and required cost reports for Client in accordance with the TASPP;
- (d) Managing the TASPP pre-cost report submittal process for Client, which may also include:
 - Developing and submitting the Provider Approval materials to the Texas Health and Human Services Commission ("HHSC") on behalf of Client;
 - Receiving the Provider Approval from HHSC for Client's participation in the TASPP,
 - Developing and submitting the Cost Allocation Model and Report to HHSC on behalf of Client for review as part of the TASPP;
 - Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report, to meet HHSC's requirements to move forward with the cost report submittal.
- (e) Assisting Client in developing cost models for EMS transports for submission to TASPP;
- (f) Assisting Client with submitting other annual reports as my required by the TASPP.
- (g) Ensuring that cost report preparer(s) engaged on behalf of Client by PST are certified in accordance with all applicable rules, laws and regulations.
- (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Client.

2. Client Responsibilities.

Client acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Client agrees that it will use best efforts to:

- (a) Ensure the accuracy of all cost report data provided by Client to PST and provide written certification of the accuracy of such data to PST and all applicable governmental agencies;
- (b) Make its internal practices, books and records relating to all cost report data provided to PST by Client available to PST to ensure the accuracy of all such data;
- (c) Comply with PST policies and procedures for the documentation of all cost report data as

established and provided to Client by PST from time to time; and

- (d) Provide PST with the following as part of Client's request for participation in the TASPP:
- An organizational chart of Client's agency;
 - An organizational chart of Client's ambulance department;
 - Identification of the specific geographic service area covered by Client's ambulance department;
 - Copies of job descriptions for all staff employed within Client's ambulance department and an estimated percentage of time spent working for Client's ambulance department and for other departments of Client's agency;
 - Primary contact person for Client's agency; and
 - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

TO BUSINESS SUPPORT SERVICES AGREEMENT**EXHIBIT B****FEES/COSTS**

1. For Supplemental Payment Recovery Assistance Services rendered under Exhibit A-1, Client will pay PST a service fee equal to 10% of the Supplemental Payments recovered by PST on behalf of Client, in accordance with Section 4 of the Agreement. Supplemental Payments shall include any payments for ambulance services, including all nonemergency and emergency patient transports that are reimbursed by Texas Medicaid to Client. In addition to the 10% service fee due by Client to PST under this Exhibit B, Client will pay PST a one-time, upfront fee of \$5,500.00 ("Setup Fee") for completion of the pre-cost report submittal requirements necessary for Client's participation in the Texas Ambulance Supplemental Payment Program. The Setup Fee will be due upon Client's execution of this Agreement. Client acknowledges and agrees that PST shall be entitled to receive service fees for Services provided by PST under this Agreement even after expiration or earlier termination of this Agreement provided that PST provided such services on or before the date of expiration or termination of this Agreement.
2. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by PST under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse PST for all those costs and expenses of Client paid by PST or any subsidiary or affiliate of PST on behalf of Client in connection with the provision of Services hereunder, provided that PST shall first attempt to obtain any exemption available due to Client's being a tax-exempt organization. Client will assist PST in obtaining any such exemption.
3. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by PST under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse PST for all those costs and expenses of Client paid by PST or any subsidiary or affiliate of PST Group on behalf of Client in connection with the provision of Services hereunder.
4. There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 4.2 of the Agreement. Any request from the Client that may result in charges must be made in writing.

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM (“BAA”)

SECTION 1: DEFINITIONS

“**Breach**” will have the same meaning given to such term in 45 C.F.R. § 164.402.

“**Designated Record Set**” will have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

“**Electronic Protected Health Information**” or “**Electronic PHI**” will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that PST creates, receives, maintains or transmits from or on behalf of Client.

“**Individual**” will have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Privacy Rule**” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by PST from or on behalf of Client.

“**Required by Law**” will have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“**Secretary**” will mean the Secretary of the Department of Health and Human Services or his or her designee.

“**Security Incident**” will have the meaning given to such term in 45 C.F.R. § 164.304.

“**Security Rule**” will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

“**Unsecured PHI**” will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this Addendum and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this Addendum by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Addendum, PST may use or disclose PHI to perform functions, activities or services for, or on behalf of, Client as specified in an existing written agreement (the "Underlying Agreement"), provided that such use or disclosure would not violate the Privacy Rule if done by Client.

2.2 Permitted Uses of PHI by PST. Except as otherwise limited in this Addendum, PST may use PHI for the proper management and administration of PST or to carry out the legal responsibilities of PST.

2.3 Permitted Disclosures of PHI by PST. Except as otherwise limited in this Addendum, PST may disclose PHI for the proper management and administration of PST, provided that the disclosures are Required by Law, or PST obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon PST pursuant to this Addendum), and that the person agrees to notify PST of any instances of which it is aware in which the confidentiality of the information has been breached. PST may disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4 Data Aggregation. Except as otherwise limited in this Addendum, PST may use PHI to provide Data Aggregation services for the Health Care Operations of the Client as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. PST may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF PST

3.1 Appropriate Safeguards. PST will use appropriate safeguards and will, after the compliance date of the HIPAA Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Addendum. Except as expressly provided in the Underlying Agreement or this Addendum, PST will not assume any obligations of Client under the Privacy Rule. To the extent that PST is to carry out any of Client's obligations under the Privacy Rule as expressly provided in the Underlying Agreement or this Addendum, PST will comply with the requirements of the Privacy Rule that apply to Client in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. PST will report to Client any use or disclosure of PHI not permitted under this Addendum, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by PST to Client of the ongoing existence and occurrence of

attempted but Unsuccessful Security Incidents (as defined below). “Unsuccessful Security Incidents” will include, but not be limited to, pings and other broadcast attacks on PST’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. PST’s notification to Client of a Breach will include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by PST to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Client would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.

3.3 PST’s Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, PST will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of PST for services provided to Client, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this Addendum to PST with respect to such PHI.

3.4 Access to PHI. The Parties do not intend for PST to maintain any PHI in a Designated Record Set for Client. To the extent PST possesses PHI in a Designated Record Set, PST agrees to make such information available to Client pursuant to 45 C.F.R. § 164.524, within ten (10) business days of PST’s receipt of a written request from Client; provided, however, that PST is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Client. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to PST, or inquires about his or her right to access, PST will either forward such request to Client or direct the Individual to Client.

3.5 Amendment of PHI. The Parties do not intend for PST to maintain any PHI in a Designated Record Set for Client. To the extent PST possesses PHI in a Designated Record Set, PST agrees to make such information available to Client for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of PST’s receipt of a written request from Client. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to PST, or inquires about his or her right to amendment, PST will either forward such request to Client or direct the Individual to Client.

3.6 Documentation of Disclosures. PST agrees to document such disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. PST will document, at a minimum, the following information (“Disclosure Information”): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7 Accounting of Disclosures. PST agrees to provide to Client, within twenty (20) business days of PST’s receipt of a written request from Client, information collected in accordance with Section 3.6 of this Addendum, to permit Client to respond to a request by an Individual for an

accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to PST, or inquires about his or her right to an accounting, PST will direct the Individual to Client.

3.8 Governmental Access to Records. PST will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by PST on behalf of, Client available to the Secretary for purposes of the Secretary determining Client's compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, PST will cooperate with Client's efforts to mitigate a harmful effect that is known to PST of a use or disclosure of PHI by PST that is not permitted by this Addendum.

3.10 Minimum Necessary. PST will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. PST acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, PST under the Privacy Rule and Security Rule. PST agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

SECTION 4: OBLIGATIONS OF CLIENT

4.1 Notice of Privacy Practices. Client will notify PST of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect PST's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

4.2 Notification of Changes Regarding Individual Permission. Client will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing PST with PHI. Client will notify PST of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect PST's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the change.

4.3 Notification of Restrictions to Use or Disclosure of PHI. Client will notify PST of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect PST's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If PST reasonably believes that any restriction agreed to by Client pursuant to this Section may materially impair PST's ability to perform its obligations under the Underlying Agreement or this Addendum, the Parties will mutually agree upon any necessary modification

of PST's obligations under such agreements.

4.4 Permissible Requests by Client. Client will not request PST to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Client, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4 and 2.5 of this Addendum.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Addendum will commence as of the Effective Date, and will terminate when all of the PHI provided by Client to PST, or created or received by PST on behalf of Client, is destroyed or returned to Client. If it is infeasible to return or destroy PHI, PST will extend the protections to such information, in accordance with Section 5.3.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Addendum, such Party may terminate this Addendum immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Addendum if the breaching party does not cure the breach or if cure is not possible. If termination is not feasible, the non-breaching party may report the breach or violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Addendum for any reason, PST will return or destroy all PHI received from Client, or created or received by PST on behalf of Client, at Client's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of PST.

5.3.2 If it is infeasible for PST to return or destroy the PHI upon termination of the Underlying Agreement or this Addendum, PST will: (a) extend the protections of this Addendum to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as PST maintains such PHI.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Addendum may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: SURVIVAL

The respective rights and obligations of PST under Section 5.3 of this Addendum will survive the termination of this Addendum and the Underlying Agreement.

SECTION 8: AMENDMENT

This Addendum may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of PST or Client that are embodied in terms of this Addendum, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Addendum to give effect to such revised obligations.

SECTION 9: EFFECT OF ADDENDUM

In the event of any inconsistency between the provisions of this Addendum and the Underlying Agreement, the provisions of this Addendum will control. In the event that a court or regulatory agency with authority over PST or Client interprets the mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, in a way that is inconsistent with the provisions of this Addendum, such interpretation will control. Where provisions of this Addendum are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Addendum will control.

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: DECEMBER 16, 2014

SUBJECT: APPROVAL TO RENEW AN ANNUAL CONTRACT FOR EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTION SERVICES

RECOMMENDATION:

City Council to consider approval to renew an annual contract for Emergency Medical Services (EMS) billing and collection services with Digitech Computer, Inc.

FUNDING SOURCE:

Funds are budgeted in account 100-44530-210-1 EMS Professional Fees for the annual estimated amount of \$100,000.

BACKGROUND:

Purchases have been made in accordance with an Interlocal Cooperative Purchasing Agreement with the City of Plano, Texas as allowed by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Local Government Code, Section 271.101 and 271.102 and satisfies all bidding requirements.

The City is exercising its first one-year renewal option under the original interlocal agreement with the City of Plano, Texas. This renewal contract period between the City and Digitech is from January 1, 2015 to December 31, 2015 for the primary EMS billing and collection services.

Staff recommends approval.

KW/MA



Renewal Notification

Digitech Computer, Inc.
Jane Silverman, Chief Compliance Officer
555 Pleasantville Road
Suite 110, North Building
Briarcliff Manor, New York 10510

December 16, 2014

Re: **CONTRACT RENEWAL LETTER**

City of Grapevine Contract with Renewals: City of Plano ITB #2011-36-C
Contract Title: Emergency Medical Billing and Collections
Renewal Options: First of two one-year renewal options
Renewal period: January 1, 2015 through December 31, 2015

Dear Ms. Jane Silverman:

The City of Grapevine wishes to exercise the first renewal option for contract City of Plano ITB #2011-36-C with Digitech Computer, Inc for Emergency Medical Services for Grapevine's billing and collections services based on your renewal confirmation with the City of Plano, Texas under the same Terms and Conditions for the renewal period.

Please sign this Contract Renewal letter and return to Karen L Walker at kwalker@grapevinetexas.gov or fax 817-410-3013 within five business days of receipt of this notification.

Please return this renewal letter and a current Insurance Certificate if required for your contract. The City appreciates your excellent service and commitment to our City's needs on this contract and we look forward to continuing this successful business relationship.

Please contact me with any questions.

Sincerely,

Karen L. Walker
Managing Director of Financial Services
817-410-3115

Finance Division, 200 S. Main, Grapevine, Texas 76051



ACCEPTANCE

Date: _____

Signed: _____

Printed name: _____

Attachment: Plano's Renewal Letter dated June 19, 2014



CC ITEM #9

City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

June 19, 2014

Digitech Computing Services, Inc

RE: Contract No.: 2011-36-C
Bid Title: EMS Billing & Collections
Vendor No.: 499921
Renewal Dates: 8/1/2014-8/1/2015
(Annual Contract with Renewals)

Dear Mr. McNellis

The City of Plano has decided to renew the above referenced contract. It is understood all terms and conditions will be held firm during the contract period. Using departments will order on an "as needed" basis utilizing "Contract Release Orders" (CRO's). Please note the invoice must reference the City of Plano CRO number.

Payment Terms: The payment terms for this contract are net 30. Invoices must be submitted in duplicate to the following address:

Remit To:
City of Plano - Accounting Department
P.O. Box 86027
Plano, Texas 75086-0279

Department Contact:
Name/Title:
Department: Plano Fire Department
Telephone:

If you have any further questions, please contact Teresa Shelstad, Purchasing Division at (972) 941-7539
Thank you,



**Purchasing
Department**

Teresa Shelstad
Buyer

1520 K Avenue, 3rd Floor
Suite 370, Plano, Texas 75074
T 972.941.7539
F 972.941.9319
teresas@plano.gov
www.plano.gov

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: RESOLUTION FOR EMERGENCY MEDICAL SERVICES
SECONDARY COLLECTION SERVICES CONTRACT

RECOMMENDATION:

City Council to consider approval of a resolution for an annual contract for emergency medical services (EMS) secondary collection services with Emergicon, Inc. through an Interlocal Cooperative Agreement with the City of Coppell, Texas.

FUNDING SOURCE:

Funds are budgeted in account 100-44540-210-1 (Professional Services/Fire Administration) in an annual estimated amount of \$20,000.00.

BACKGROUND:

Purchases will be made as required and in accordance with an Interlocal Cooperative Purchasing Agreement with the City of Coppell, Texas as allowed by the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Local Government Code, Section 271.101 and 271.102 and satisfies all bidding requirements.

The City of Coppell solicited proposals on RFP #0108, Ambulance Debt Collections, in June, 2011 for a three-year contract with three, one-year renewal options for EMS Billing and Collection Services. They renewed the first one-year option of the three available this year. After the initial term for the City of Grapevine there will be two optional, one-year renewals available that will coincide with the City of Coppell's term.

Emergicon, Inc. provides EMS billing and secondary collection services to local agencies, municipalities, fire departments, ambulance providers and medical emergency services. Emergicon will be the City's secondary EMS collection service and their primary efforts will include reviewing Intermedix, our previous EMS provider's aged and outstanding accounts. Emergicon will also perform a secondary review of our current EMS provider Digitech's aged and outstanding balances and assist in determining the account collectability before accounts are formally written off as uncollectible.

CC ITEM #10

The Finance, Purchasing and Fire Department staff reviewed the contract for specification compliance and determined that this annual contract would provide the best service and pricing for meeting the needs of the City.

Staff recommends approval.

KW/BS

18 July 2014

City of Grapevine
Chief Mark Ashmead
Deputy Chief-Administration
601 Boyd
Grapevine, Texas 76051

RE: EMS Claims Recovery

Dear Chief Ashmead,

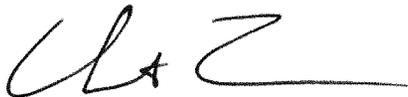
It is a pleasure to present the City of Grapevine a proposal for EMS Claims Recovery services. Emergicon understands that the City of Grapevine is seeking a contractor to collect upon all EMS accounts placed with us from outstanding Accounts Receivable.

Emergicon is a Dallas based company with local Texas offices allowing for immediate face-to-face contact with our clients. Emergicon was founded specifically to assist municipal based EMS providers improve their collections. Our clients continue to be our best-selling asset for new clients by reinforcing and serving as references to our commitment to the highest level of service and record setting cash collections.

Emergicon is compliant with all Federal, State and local laws and regulations as they apply to our service offerings. This includes the Health Insurance Portability and Accountability Act of 1996 and the Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003.

I appreciate your time and consideration. I am the point of contact regarding questions and may be reached at (972) 602-2060 x 400 (office) or (469) 964-5988 (cell).

Sincerely,



Christopher Turner
President & CEO
Emergicon, L.L.C.

1.0 Firm profile

Emergicon is a Texas-based EMS billing company founded in 2006 and now serving more than 50 Texas clients. In creating Emergicon, Chief Executive Officer Christopher Turner and Chief Operations Officer Linda Ford, brought more than 35 years combined experience in EMS provider and management experience. We are exceptionally experienced with billing insurance companies, including Medicare, Medicaid, Third Party Insurances, HMO's, Commercial Insurances, Auto Insurances, Workers' Compensation, and patient billing. Frankly, any company providing billing services in the state of Texas cannot duplicate our experience. Our experience in the billing industry and ability to recognize the complexity and frequent changes of healthcare laws, hiring qualified and reliable staff, applying the learned ability of the clinical disciplines, such as Continuous Quality Improvement (CQI), and conducting peer reviews, lead to the creation and success of Emergicon. We are routinely engaged to perform analysis of other billing companies, allowing us to identify further potential weaknesses in the billing process. As a result of our experience and ongoing analysis, Emergicon has what we can prove to be the very best billing process that in fact maximizes collections.

Emergicon's superior experience, with successful results in ambulance services billing, is documented and well known across the state of Texas. Our goal is to remove the burdens associated with EMS billing from our clients. We handle all aspects of EMS account management including coding, billing, payment posting, accounts receivable follow-up, compliance, and responding to attorney's requests for medical records.

We use JefBar Ambulance Billing Software. The software is based on GAAP financial principles, is HIPAA compliant, and integrates seamlessly with many ePCR software vendors.

Personnel

Emergicon has 30+ personnel, of which fifteen are specifically and solely dedicated to billing.

Emergicon has two offices in the greater Dallas area. The Dallas office serves largely all administrative functions, while the East Texas office is responsible for all claims processing.

Emergicon was formed in 2006 by Christopher Turner, MHA. Prior to founding Emergicon, Christopher Turner was the Chief Financial Officer for CareFlite. While at CareFlite, Christopher increased cash collection by more than \$6 Million by restructuring the entire billing process, implementing an ePCR solution and educating the crews on documentation. Christopher has additional experience in emergency medicine having been a director at EmCare and UnitedHealthCare. Christopher has hired staff members that have EMS operational, as well as EMS billing, backgrounds. With a combined 35 years in the industry, as EMS Provider and managers of EMS provider-based billing, Emergicon management has experience that cannot be duplicated. It is this experience and the learned ability to apply the clinical disciplines such as CQI and peer review to EMS billing that led to the creation and success of Emergicon.

Linda Ford serves as Emergicon's Chief Operating Officer.

Linda Ford is a Texas native with more than 30 years of experience in healthcare billing and collection, spending nearly all of that time as a manager. She helps clients get out of the red and into the black while maintaining or establishing legal compliance. As an expert at finding hidden money, she discovers revenue sources that are often ignored, overlooked and uncollected. Ms. Ford pays close attention to the most mundane, tedious, minute details and ensures her staff does as well. As a manager, she has the unique ability to identify an employee's talents and build upon them to reinforce job satisfaction and increase clients' returns.

Ms. Ford's decades of experience include ambulance billing, physician billing and documentation training. In the past, she has been the Billing Manager for a prominent air ambulance provider and the Business Manager for a popular doctor's office.

Ms. Ford is often the main point of contact for Emergicon clients, which results in consistent customer satisfaction. She is responsible for ensuring Emergicon staff is well-trained in billing, collections and coding. Linda is well-known within the EMS billing industry as intelligent, friendly, organized and effective.

2.0 Expertise

We focus exclusively on the Texas EMS billing and collections market and are an expert in the intricacies of the specific needs and requirements of ambulance billing fees and the ever changing healthcare laws. We do not provide "one-size-fits-all" services—we pay attention to the varying needs of differing locales, payer mixes, and reimbursement requirements, and provide the same level of service to rural services as we do to suburban or urban.

Emergicon's culture is customer focused and we care deeply about processing claims accurately so that any size of government—not just the largest government with the most money—may recover ambulance transport costs to avoid subsidizing costs to taxpayers. Our success is driven by value-added services: exceptional customer support, unique collections processes, and applying the tenants of Continuous Quality Improvement (CQI) to our processes.

3.0 Claims Recovery Processes

Emergicon uses an approach to Claims Recovery that focuses on payer research and systematic follow-up. Once an account is placed with Emergicon, we begin a thorough and effective process to research missed payers or missed filing opportunities.

Step One: Face sheets, payer information, demographics or other missing data is requested from the receiving facility by fax or mail depending on the preferred method of the receiving facility.

Step Two: Claims are reviewed, coded and billed electronically through the MD-Online clearinghouse.

Step Three: Payment, follow-up and claim analysis:

Medicare: Clean Medicare claims will pay by electronic remit in fourteen days. On the fifteenth day, any unpaid Medicare claim is reviewed and compared to other claims sent in the same batch. Medicare is called, the status of the claim is obtained, and the claim is appealed or refiled as necessary. A Medicare co-pay statement is issued to patients for their 20 percent patient responsibility.

Commercial Insurance: Commercial insurance claims typically take 35 to 45 days to pay. Proper claim submission is confirmed as part of the electronic billing process. If forty days have passed with no payment, an Emergicon staff member calls the commercial payer and status of the claim is checked. If the claim is still processing, an Emergicon staff member will talk to a live person at the insurance company. Emergicon staff members have the experience in communicating with commercial insurance carriers to decrease payment delays. Texas Department of Insurance regulations cite specific claims processing rules which if not met are punishable by fines and restitution by insurance carriers. Our staff's skill, experience and attention to detail enables reduction in claims waiting to pay and ensure prompt pay laws are followed, thus increasing cash flow exponentially.

Medicaid: Emergicon's process of filing Medicaid claims online immediately giving a paid or denied status prevents these claims from sitting on an A/R, which increases risk for filing and appeal deadlines. If a claim is filed online and a denied status is received, the claim can be immediately appealed online or the following Friday when the remit is available.

Private Pay: Private pay patients are sent a Private Pay statement within five days of the date of placement requesting insurance information and notifying of the balance due.

Step Five: Claim payments, explanation of benefits and remittance advices are reviewed daily from the provider's payments. Claims are reviewed for denials, low pays and no pays. Medicare and Medicaid pay from the approved federal and state schedules. As payments are posted, the contractual allowance (the difference between the charge and the allowable amount per federal law) is posted for Medicare and Medicaid accounts. The patient will receive an Explanation of Benefits by the time the letter is received and understand their obligation for payment.

We submit all claims via MD-Online's secure and encrypted website. MD-Online is a CMS approved clearinghouse with interfaces to Medicare, Medicaid and all major insurance companies.

Before a statement is mailed, the patient's address is verified through a skip-tracing database. For 120 days, Emergicon uses a series of statements and phone calls to reach the patient for payment. If Emergicon determines that the patient cannot pay their balance in one lump sum, monthly payment arrangements are made (according to the City's fiscal policy).

Collection process workflow

Step One: As soon as a patient is identified as Private Pay, Emergicon sends a Private Pay statement or calls the patient requesting insurance information. For patients owing only deductibles or co-pays, Emergicon sends a Patient Responsibility statement once primary payment is received.

Step Two: If no contact is made between Emergicon and the patient within thirty days, another statement is sent citing a lack of response for thirty days. During this time, skip tracing can be initiated for patients with invalid contact information. If at any point, insurance information is received from the patient, Emergicon bills the patient's insurance with the new information.

Step Three: Assuming no contact from the patient has been made after another thirty days, a sixty day past due statement is sent citing lack of response and requesting payment. During this time, skip tracing can be initiated for patients with invalid contact information.

Step Four: A final statement is sent ninety days from the date of transport demanding contact or payment in fifteen days. After fifteen days has been exhausted, a full 120 days has passed from the date of transport.

Step Five: For accounts that have not been paid or a payment plan established, the account can be returned to the City of Grapevine to be written to a \$0 balance or sent to third party collections.

Client Communications

Patients are offered multiple options to contact Emergicon. Emergicon provides two convenient phone numbers – 1-877-602-2060 and 972-602-2060 as well as an e-mail address billing@emergicon.net for patients. Customer Service Representatives are available 8:00am to 6:00pm to assist patients. Emergicon willingly accepts debit and credit card payment from patients to facilitate prompt payment. Further, Emergicon is working on an online payment portal for patients to make online payments and view their account that will be complete by the time this RFP is awarded. Emergicon does not pass the cost of credit card processing onto the City of Grapevine. Lastly, Emergicon will gladly work with any walk-in payment locations of the City's choosing or direct patients to send payment to the bank lockbox.

4.0 Claims Recovery References

<p>Baytown Dana Dalbey EMS Division Manager 281-422-0044 Dana.dalbey@baytown.org</p>	<p>Beaumont Nada Rogers Deputy Treasurer 409-880-3772 nrogers@ci.beaumont.tx.us</p>
<p>Coppell Gregg Loyd EMS Chief 972-304-3512 gloyd@coppelltx.gov</p>	<p>Flower Mound Kevin Trimble EMS Chief 972-874-6203 Kevin.trimble@flower-mound.com</p>
<p>Odessa Gapi Bernal Director of Financial Services 432-335-3207 abernal@odessa-tx.gov</p>	

5.0 Pricing

Emergicon’s all-inclusive rate for performing Claims Recovery services covers all costs, including but limited to, telephone and postage expenses, office supplies, and any other overhead expenses or administrative support.

Proposed Commission Options:

The proposed pricing model is a flat commission percentage of the amount collected from cash collections generated.

- 1) Emergicon’s proposed cost of billing services (stand-alone) is eighteen percent (18%) of cash collections.

EMERGICON SERVICE AGREEMENT

This Service Agreement (this “Agreement”) is entered into by and between Emergicon, LLC, a Texas corporation (“Emergicon”), and the City of Grapevine, Texas (the “Provider”).

RECITALS

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal agreements between and among local governments; and

WHEREAS, Emergicon has a contract with the City of Coppell, Texas, Request for Proposal #108, signed May 28, 2014;

WHEREAS, Emergicon provides billing and collections services, and other support services (the “Services”) to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services;

WHEREAS, CLIENT, as part of its overall activities, provides emergency and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the “Ambulatory Services”); and

WHEREAS, CLIENT is desirous of obtaining the Services of Emergicon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE ONE

TERM AND TERMINATION

1.01 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement (such initial term, together with all extensions thereof, shall be referred to herein as the “Term”). This Agreement may be renewed at the end of the current Term for additional one (1) year periods.

1.02 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other party.

1.03 Obligations During Notice Period. During the 30-day notice period specified in Sections 1.02 and for a subsequent sixty (60) days from the date of termination, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.01) billed and collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the sixty day termination period to receive compensation for all amounts billed during the termination period but not collected until after the

end of the termination period. Emergicon shall be continue to provide services as prescribed in the agreement during the 30 day notice period and fully comply with all terms of the Agreement.

1.04 Obligations on Termination. Upon termination of the Agreement, for whatever cause, Emergicon will immediately return any original medical records to Provider. Emergicon shall retain copies of all patient care reports, invoices/claim records, remittance advice documents and all other PHI of Provider's patients (as the term "PHI" is defined in Section 6.01 of this Agreement) for a period of 10 years, as described in Section 5.01 of this Agreement and in compliance with Section 6.01 of this Agreement.

1.05 Mailing of Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

(a) If to the Provider:

The City of Grapevine
200 S. Main Street
Grapevine, Texas 76051
Attention:
Fax:

If to Emergicon:

Emergicon, LLC
PO Box 180446
Dallas, Texas 75218
Attention: Christopher Turner
Fax: 903-887-1863

Each party shall be entitled to specify a different address by giving five (5) days' written notice to the other party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.

ARTICLE TWO

BILLING & COLLECTIONS

2.01 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.02 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this article, the Provider will pay Emergicon Eightenn Percent (18%) of the total amount collected on the account. Credit card payments accepted by Emergicon will be charged an additional Two Percent (2%). These fees will be payable monthly within 30 days of receipt of invoice.

All fees shall be payable monthly within thirty (30) days of receipt of invoice.

2.03 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts within three (3) business days of such patient encounter. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records as further described in Section 1.04 and 5.01 of this Agreement. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements (“PCS’s”). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.

2.04 Requests for Copies. Requests for copies of medical records shall be submitted directly to Provider. Provider may authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code, as well as the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology and Clinical Health Act (HITECH Act).

2.05 Activity Reports. Emergicon shall provide to Provider summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the Provider by the fifth (5th) business day of the month.

2.06 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within five (5) business days of the date of receipt of payment by Provider.

2.07 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.08 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term, and the Termination Period if applicable, and collected after the Term but billed during the Term and the

Termination Period if applicable, by Emergicon regardless of whether payment was made to Emergicon or to Provider.

ARTICLE THREE

INDEMNIFICATION AND FIDELITY BOND

3.01 Emergicon's Indemnification. Emergicon shall indemnify and hold harmless Provider from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Emergicon's performance of activities pursuant to this Agreement, but only to the extent caused by the willful misconduct or the negligent acts or omissions of Emergicon or any other breach of contract. The indemnification provided for herein shall not be applicable to any claim of adjustment or request for reimbursement made by an insurance company or any servicing agency for Medicare or Medicaid that may be made as the result of an audit of claims made or governmental regulations or laws, including Emergicon's fees charged, except for any adjustments or claims for reimbursement made as a direct result of Emergicon's error.

3.02 Fidelity Bond. Emergicon shall keep and maintain during the term of this Agreement a fidelity bond with a qualified insurer of no less than \$10,000.00.

3.03 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than \$1,000,000.00.

ARTICLE FOUR

CONFIDENTIALITY

4.01 Property of Emergicon. Provider agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon.

4.02 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

ARTICLE FIVE

AUDITS

5.01 Accurate Books and Records. During the Term and for a period of ten (10) years thereafter, each party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.02 Right to Audit. Upon reasonable written notice, either party may audit the books and records of the other party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the party conducting the audit.

5.03 Penalty for Underpayment. If an audit reveals that a party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars (\$20,000.00), the party being audited shall pay to the auditing party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

ARTICLE SIX

PROTECTED HEALTH INFORMATION

6.01 HIPAA Compliance. Emergicon shall carry out obligations to protect the privacy and security of protected health information (“PHI”) under this Agreement in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (“the HITECH Act”). In conformity therewith, Emergicon shall use or disclose PHI only if such use or disclosure is in compliance with each applicable requirement of the HIPAA privacy regulations found at 45 CFR § 164.504(e) and shall comply with the HIPAA security regulations made directly applicable to business associates under the HITECH Act. Emergicon will protect the privacy and security of any personally identifiable PHI that is collected, processed or learned as a result of the services provided to the Provider and Emergicon agrees that it will:

- a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;
- d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;
- e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI created or received by Emergicon on behalf of the Provider, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;
- f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the

individual. To the extent PHI is maintained in an electronic health record, Emergicon shall provide the individual with a copy of such information in electronic format, as required by the HITECH Act;

- g) Incorporate any amendments to PHI when notified to do so by Provider;
- h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule and the HITECH Act within sixty (60) days; and
- i) Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of the Provider available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and Provider's compliance with HIPAA and the HITECH Act.
- j) At the termination of this Agreement, return or destroy all PHI received from, or created or received by Emergicon, other than the maintenance of certain records required by applicable law, and if return is infeasible, the protections of this Section will extend to such PHI;
- k) Restrict the disclosure of PHI to a health plan for purposes of carrying out payment or healthcare operations if the Provider authorizes or requests Business Associate to do so;
- l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of the Provider;
- m) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the HIPAA Security Rule;
- n) Report to Covered Entity any security incident (as defined by the HIPAA Security Rule) of which Emergicon becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Provider of any loss of data or other information system compromise as a result of the incident;
- o) Notify the Provider of a breach of unsecured PHI following Emergicon's discovery of a breach without unreasonable delay and in no case later than 60 calendar days after discovery, and provide to the Provider: (a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by Emergicon to have been, accessed, acquired, used, or disclosed during the breach; and (b) any other available information that Emergicon is required to include in notification to affected individuals;
- p) Secure all PHI in accordance with the technologies and methodologies specified by guidance from the Secretary of HHS, issued pursuant to the HITECH Act; and

q) Assist the Provider in complying with its Red Flag Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. § 681.2); (b) taking all steps necessary to comply with the policies and procedures of the Provider's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Provider agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Provider of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Provider of any threat of identity theft as a result of the incident.

6.02 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of Provider include:

- a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;
- b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;
- c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;
- d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPAA privacy and security rules and the HITECH Act;
- e) Uses required for the proper management of Emergicon as a business associate; and
- f) Other uses or disclosures of PHI as permitted by HIPAA privacy and security rules.

6.03 HIPAA Breach Provisions. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, either terminate the Agreement (if feasible), or if termination is infeasible, report the problem to the Secretary of the Department of Health and Human Services.

ARTICLE SEVEN

MISCELLANEOUS

7.01 No Waiver. The failure of either party to insist upon strict performance or waiver of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.02 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.03 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.04 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Dallas County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county courts located in Dallas County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.05 Headings. The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms hereof.

7.06 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.07 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.08 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.09 Non-Profit Status Determination Letter. If Provider is a not-for-profit entity, Provider shall provide a duplicate of its letter determining its not-for-profit status with the Internal Revenue Service. In providing such letter, Provider further represents and warrants to Emergicon that it has done every act necessary to maintain its not-for-profit status with the Internal Revenue Service and is not aware of any pending, threatened or actual revocation of its not-for-profit status.

7.10 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

7.11 Assignment. Neither party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other party without the written consent of the other party.

7.12 Attorneys' Fees. Should it become necessary for either party to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, either party shall do so at their sole cost and expense.

IN WITNESS WHEREOF, Emergicon and the Provider have executed this Agreement on the _____ day of _____ 20__

EMERGICON, L.L.C.

THE CITY OF GRAPEVINE, TEXAS

By: _____

By: _____

Name: Christopher Turner
Title: President & CEO

Name: Bruno Rumbelow
Title: City Manager

CC ITEM #10
EMS
SECONDARY
COLLECTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO CONTRACT FOR EMERGENCY MEDICAL SERVICES SECONDARY COLLECTION SERVICES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, the City of Coppell, Texas is a qualified entity as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas, has established an Interlocal Agreement with the City of Coppell, Texas and wishes to utilize a contract for EMS secondary collection services meeting all State of Texas bidding requirements; and

WHEREAS, the City of Coppell, Texas has established a contract with Emergicon, Inc. contract number #0108 for EMS Billing and Collection Services; and

WHEREAS, the City of Grapevine, Texas has a need to contract for a secondary collection service; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes a contract with Emergicon, Inc. for EMS secondary collection services with two optional one-year renewals through an Interlocal Cooperative Purchasing Agreement with the City of Coppell, Texas in an annual estimated budgeted amount of \$20,000.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the contract for these services.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: RESOLUTION FOR AN ANNUAL CONTRACT FOR UTILITY
BILL PRINTING, MAILING & OFFSET PRINTING SERVICES

RECOMMENDATION:

City Council to consider approval of a resolution for an annual contract with renewals for utility bill printing, mailing and offset printing services with DataPros through an Interlocal Cooperative Agreement with the City of Plano, Texas.

FUNDING SOURCE:

Funds are budgeted in account 200-44540-530-3 (Professional Services) in an annual estimated budgeted amount of \$90,000.00.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Cooperative Agreement with the City of Plano, Texas as allowed by Texas Local Government Code, Section 271.101 and 271.102, Cooperative Purchasing Program.

The City of Plano solicited requests for proposals for utility bill printing, mailing and offset printing services in FY2012-13. Out of 2,698 RFP notifications sent, there were 12 bids submitted. Based on the evaluations made by members of the Plano evaluation team, CSG Systems, Inc., who is now DP2 Billing Solutions, LLC dba, DataPros, ranked the highest in the overall scoring. The contract was awarded by Plano City Council on December 18, 2012. The Utility Billing staff and Purchasing reviewed the contract for specification compliance and determined that this annual contract would provide the best service and pricing for meeting the needs of the City. The contract term is for an initial one-year period starting March 1, 2015 with two, one-year renewal options.

The purpose of this contract is to establish fixed annual pricing for printing and mailing for the City's customer monthly utility bills.

Staff recommends approval.

KW/BS

RESOLUTION NO. _____

UTILITY BILL
PRINTING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO CONTRACT FOR UTILITY BILL PRINTING, MAILING AND OFFSET PRINTING SERVICES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, the City of Plano, Texas is a qualified entity as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Agreement with the City of Plano, Texas and wishes to utilize a contract for utility bill printing, mailing and offset printing services meeting all State of Texas bidding requirements; and

WHEREAS, the City of Plano, Texas has established an annual contract with renewals with CSG Systems, Inc., who is now DP2 Billing Solutions, LLC dba DataPros, contract #2012-264-C, Utility Bill Printing, Mailing and Offset Printing Services; and

WHEREAS, the City of Grapevine, Texas has a need for these utility billing services; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the contract for utility bill printing, mailing and offset printing services with CSG Systems, Inc., who is now DP2 Billing Solutions, LLC dba DataPros through an Interlocal Cooperative

Purchasing Agreement with the City of Plano, Texas in an annual estimated budgeted amount of \$90,000.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said utility billing services.

Section 4. That this resolution shall take effect March 1, 2015 for the City's February billing cycle.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
PRECOR EXERCISE EQUIPMENT

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of Precor exercise equipment from Team Marathon Fitness through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 176-42281-009-CACCON-GO (Capital Projects-Recreation) for an amount not to exceed \$120,998.50.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Team Marathon Fitness. The Parks & Recreation Department staff and Purchasing reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for the cardiovascular equipment that will be used at the new recreation center.

Staff recommends approval

TK/BS

RESOLUTION NO. _____

PRECOR
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE PRECOR EXERCISE EQUIPMENT THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract #413-12, Athletic, PE, Gym Supplies, Heavy Duty Exercise Equipment with Team Marathon Fitness; and

WHEREAS, the City of Grapevine, Texas has a need to replace and add cardiovascular equipment that will be used in the REC; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of Precor exercise equipment from Team Marathon Fitness through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$120,998.50.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said exercise equipment.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
CYBEX EXERCISE EQUIPMENT

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of Cybex exercise equipment from Comm-Fit through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 176-42281-009-CACCON-GO (Apparatus & Tools) for an amount not to exceed \$134,851.32.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Comm-Fit. The Parks & Recreation Department staff and Purchasing reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for strength equipment and cardiovascular pieces that will be used at the new recreation center.

Staff recommends approval

TK/BS

RESOLUTION NO. _____

CYBEX
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE CYBEX EXERCISE EQUIPMENT THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract #413-12, Athletic, PE, Gym Supplies, Heavy Duty Exercise Equipment with Comm-Fit; and

WHEREAS, the City of Grapevine, Texas has a need for new exercise equipment that will be used in the REC; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of Cybex exercise equipment from Comm-Fit through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$134,851.32.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said exercise equipment.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
FITNESS EQUIPMENT

RECOMMENDATION:

City Council to consider a resolution for the purchase of fitness equipment from Life Fitness through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 176-42281-009-CACCON-GO (Apparatus & Tools) for a total amount not to exceed \$99,939.90.

BACKGROUND:

This purchase will be made in accordance with an existing Cooperative Agreement with the State of Texas CO-OP Purchasing Program as allowed by Texas Local Government Code, Section 271.081, 082 and 083.

Bids were taken by the cooperative and a contract was awarded to Life Fitness. The Parks and Recreation and Purchasing staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for the plate loaded strength equipment that will be used at the new recreation center.

Staff recommends approval.

TK/BS

RESOLUTION NO. _____

FITNESS
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE FITNESS EQUIPMENT THROUGH AN ESTABLISHED COOPERATIVE AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Sections 271.081, 271.082 and 271.083 to purchase an item under state contract therefore satisfying any state law requiring local governments to seek competitive bids; and

WHEREAS, the State of Texas term contracts are a qualified purchasing cooperative program as authorized under the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established a Cooperative Agreement with the State of Texas, #M2201 and wishes to utilize a contract meeting all State of Texas requirements; and

WHEREAS, the State of Texas has an established term contract #TXMAS -5-78040, Sports, Promotional, Outdoor, Recreation, Trophies and Signs with Life Fitness.

WHEREAS, the City of Grapevine, Texas has a need to replace and add fitness equipment in the REC; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of fitness equipment from Life Fitness for a total amount not to exceed \$99,939.90.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said fitness equipment.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF ALUMINUM TABLES

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of aluminum tables from Southern Aluminum through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 176-42281-009-CACCON-GO (Capital Projects-Recreation) for an amount not to exceed \$34,551.00.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Southern Aluminum. The Parks & Recreation Department staff and Purchasing reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Tables are lightweight aluminum folding in various styles all with satin swirl. The table carts will be used to store and move both the round and the rectangle tables.

Staff recommends approval

TK/BS

RESOLUTION NO. _____

ALUMINUM
TABLES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE ALUMINUM TABLES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract #413-12, Furniture - School, Office, Science, Library and Dormitory with Southern Aluminum; and

WHEREAS, the City of Grapevine, Texas has a need for new tables and associated carts for the REC; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of aluminum tables from Southern Aluminum through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$34,551.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said tables.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF
ENWORK TABLES

RECOMMENDATION:

City Council to consider a resolution for the purchase of Enwork tables from Office Furniture that Works through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 176-42281-009-CACCON-GO (Apparatus & Tools) for a total amount not to exceed \$20,521.91.

BACKGROUND:

This purchase will be made in accordance with an existing Cooperative Agreement with the State of Texas CO-OP Purchasing Program as allowed by Texas Local Government Code, Section 271.081, 082 and 083.

Bids were taken by the cooperative and a contract was awarded to Office Furniture that Works. The Parks and Recreation and Purchasing staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for furniture to be used in the REC. These tables have been presented by Marcia Hocevar, Principal-in-Charge of Interior Design at Barker Rinker Seacat Architecture, to the Council Facilities Committee on October 6, 2014. The Council Facilities Committee approved these tables as part of the furniture package for the REC.

Staff recommends approval.

CS/BS

RESOLUTION NO. _____

ENWORK
TABLES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE ENWORK TABLES THROUGH AN ESTABLISHED COOPERATIVE AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Sections 271.081, 271.082 and 271.083 to purchase an item under state contract therefore satisfying any state law requiring local governments to seek competitive bids; and

WHEREAS, the State of Texas term contracts are a qualified purchasing cooperative program as authorized under the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established a Cooperative Agreement with the State of Texas, #M2201 and wishes to utilize a contract meeting all State of Texas requirements; and

WHEREAS, the State of Texas has an established term contract #TXMAS-12-710700, Office Furniture with Office Furniture that Works; and

WHEREAS, the City of Grapevine, Texas has a need for new tables for the REC; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of Enwork tables from Office Furniture that Works for a total amount not to exceed \$20,521.91.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said tables.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF FURNITURE

RECOMMENDATION:

City Council to consider a resolution for the purchase of furniture from BKM Total Office of Texas through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program.

FUNDING SOURCE:

Funding for this purchase is currently available in account 176-42281-009-CACCON-GO (Apparatus & Tools) for a total amount not to exceed \$316,013.75.

BACKGROUND:

This purchase will be made in accordance with an existing Cooperative Agreement with the State of Texas CO-OP Purchasing Program as allowed by Texas Local Government Code, Section 271.081, 082 and 083.

Bids were taken by the cooperative and various contracts were awarded to BKM Total Office of Texas. The Parks and Recreation and Purchasing staff reviewed the contracts for departmental specification compliance and determined that the contracts would provide the best product and pricing for meeting the needs of the City.

A portion of this purchase (\$66,479.74) is not under the various CO-OP contracts but is for components needed to complete the overall design of the group and for freight and installation.

This purchase is for furniture to be used in the REC. This furniture package has been presented by Marcia Hocevar, Principal-in-Charge of Interior Design at Barker Rinker Seacat Architecture, to the Council Facilities Committee on October 6, 2014. Council Facilities Committee approved this furniture as part of the furniture package for the REC.

Staff recommends approval.

CS/BS

RESOLUTION NO. _____

FURNITURE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE FURNITURE THROUGH AN ESTABLISHED COOPERATIVE AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Sections 271.081, 271.082 and 271.083 to purchase an item under state contract therefore satisfying any state law requiring local governments to seek competitive bids; and

WHEREAS, the State of Texas term contracts are a qualified purchasing cooperative program as authorized under the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established a Cooperative Agreement with the State of Texas, #M2201 and wishes to utilize a contract meeting all State of Texas requirements; and

WHEREAS, the State of Texas has established contracts TXMAS-11-71060, 11-71050, 4-7110240, 14-710100, 7-7110140, 3-7111020 and 2-71111040, Office and Other Furniture with BKM Total Office of Texas; and

WHEREAS, the City of Grapevine, Texas has a need for new furniture in the REC; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of furniture from BKM Total Office of Texas for the REC for a total amount not to exceed \$316,013.75 of which \$66,479.74 is not under the various CO-OP contracts but is for components required to complete the overall design of the group and for freight and installation.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said furniture.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER *BR*

MEETING DATE: DECEMBER 16, 2014

SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF PORTABLE RADIOS

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of portable radios from Motorola Solutions through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

FUNDING SOURCE:

Funding for this purchase is currently available in account 113-44540-209-06 (Professional Services) for the amount not to exceed \$39,966.08.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Motorola Solutions. The Police and Purchasing staff reviewed the contract for specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for 14 portable radios for Police Department. These portable radios will replace older radios used by police officers and will improve interoperability capability for officers. It will also ensure that all officers on the street are using the same make and model of portable radio. The funds for this purchase are provided by Tarrant County 911.

Staff recommends approval.

MB/BS

Tarrant County 9-1-1 District

October 15, 2014

Mark Bills, Communications Manager
Grapevine Emergency Communications Center
307 W Dallas Rd.
Grapevine, Texas 76051

Dear Mark:

On behalf of the Board of Managers of the Tarrant County 9-1-1 District, I am pleased to announce the continuation of the Radio Assistance Program. A complete Policy Manual is available on the District's website; www.tc911.org, under the What We Do/Regional Radio System tab. Some highlights are listed below:

- The District will provide reimbursement for Allowable Expenses subject to availability of funds, entity allocations and annual appropriation.
- Allowable Expenses are determined by the District Board of Managers and reviewed annually.
- In compliance with applicable State laws, this is a prospective policy.
- No previously purchased items or services will be considered for reimbursement. (Current year billing of multi-year contracts will be considered on a case-by-case basis)
- All expenses must be approved by the District, in advance, to receive reimbursement.
- Entities must submit an *Application for Funding* consisting of the expenditures they are requesting.
- All applications must be received by **June 30, 2015**.
- The deadline to submit the *Reimbursement Request* is **August 31, 2015**.
- Your agency's budgeted allocation for FY2015 is \$40246.

Again this year, I will be acting as the program administrator. Please address any questions directly to me at 817-820-1188 or gpetrey@tc911.org.

Sincerely,

Greg Petrey
Executive Director

RESOLUTION NO. _____

PORTABLE
RADIOS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE PORTABLE RADIOS THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, the Houston-Galveston Area Council (H-GAC), a regional planning commission, is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Agreement for Cooperative Purchasing with H-GAC and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, H-GAC has established a contract with Motorola Solutions under contract #RA05-12, Radio Communication, Emergency Response and Mobile Interoperability Equipment; and

WHEREAS, the City of Grapevine, Texas has a need to replace 14 portable radios for the Police Department; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of 14 portable radios from Motorola Solutions through an Interlocal Agreement for Cooperative Purchasing with H-GAC for an amount not to exceed \$39,966.08.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said radios.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: BRUNO RUMBELOW, CITY MANAGER 

MEETING DATE: DECEMBER 16, 2014

SUBJECT: RESOLUTION FOR A SOLE SOURCE ANNUAL CONTRACT FOR DIGITAL VIDEO SURVEILLANCE EQUIPMENT & VIDEO MANAGEMENT SERVICES

RECOMMENDATION:

City Council to consider approval of a resolution for a sole source annual contract with renewal options for digital video surveillance equipment and video management services from TASER International, Inc.

FUNDING SOURCE:

Funding for this purchase is currently available in account 117-44540-209-4 (CCPD/ Professional Services) in the amount of \$64,195.40.

BACKGROUND:

This procurement will be made as a sole source in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022 General Exemptions (a)(7)(A).

TASER International, Inc. is the documented sole source provider of the Axon Body Camera and the Evidence.com online storage system.

Over the past 8 years, the GPD has been testing body cameras on motorcycle officers. The results show that they aid in gathering evidence and in assessing officer performance. These cameras will enhance the current dash-mounted cameras by adding better audio and more visual perspective. Since we began testing the cameras, they have become fairly common among for use among patrol officers as well. In fact, a bill has been filed in the State Legislature that would mandate the use of them.

The captured video evidence is stored on Evidence.com, an online video storage solution owned by TASER, which allows officers to store and view digital video evidence from body cameras. This secure solution protects the video evidence from tampering and catalogs each event for easy retrieval and evidence management. It also provides access to the video by the District Attorney's office which saves evidence and property employees' time by not having them burn video to DVDs then transport those DVDs to

the DA's office. This offsite storage is also a more cost effective means of storage than adding additional onsite servers which must be maintained by and require rack space.

This purchase will provide GPD with 60 Axon Body Cameras with associated docks and hardware, Evidence.com storage space for 60 units, and integration between the Computer Aided Dispatch (CAD) system and Evidence.com.

The initial contract is for one year with four optional, one-year renewals at a cost of \$66,741 per year.

Staff recommends approval.

MB/BS



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

April 17, 2014

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s AXON® brand products and EVIDENCE.com services

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International.

TASER Digital Evidence Solution Description

AXON flex™ Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

AXON flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket

AXON body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

EVIDENCE.com Dock

- Automated docking station uploads to EVIDENCE.com services through Internet connection
- No computer necessary for secure upload to EVIDENCE.com
- Charges and uploads simultaneously

EVIDENCE.com Data Management System

- Hosted data management system that allows agencies to seamlessly manage and share digital evidence
- No local storage infrastructure or software needed
- Controlled access to evidence: pre-defined roles and permissions, pre-defined individuals, and passwords (these options are all completely customizable by the agency)
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats

- Ability to upload files directly from the computer to EVIDENCE.com via an Internet browser
- 256-bit AES encryption in storage and transport
- Storage includes geo-dispersed redundant back-up
- Automatically tracks all system and user activity
- Generates real-time Audit Reports in PDF format to show chain-of-custody for evidence
- Case creation for multiple evidence files
- Easily create tags, markers and clips
- 11 indexing fields
- 7 searchable fields in addition to 5 category-based fields

EVIDENCE Mobile Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their EVIDENCE.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

AXON Mobile Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired AXON body or AXON flex camera in real-time
- Allows for playback of videos stored on a paired AXON body or AXON flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

TASER AXON Brand Model Numbers

1. AXON body Camera Model: 73002 (Includes 73078, 73077, 73004)
2. AXON body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
3. AXON body camera full solution kit Model: 73066 (includes several AXON mounts and an iPod touch mobile digital device)
4. AXON flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
5. AXON flex Controller Model: 73001
6. AXON flex USB Sync Cable/Wall Charger Model: 73004

7. AXON flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036

8. AXON flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091

9. AXON flex cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
 - Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060

10. EVIDENCE.com Dock Models:
 - EVIDENCE.com Dock – Individual Bay and Core Model: 70023
 - EVIDENCE.com Dock – 6-Bay and Core Model: 70026
 - Core Model: 70027
 - Individual Bay Model: 70028
 - Wall Mount Bracket Assembly Model: 70033

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Jeff Kukowski
 Chief Operating Officer
 TASER International, Inc.

Android is a trademark of Google, Inc. Bluetooth is a trademark of the Bluetooth SIG. Flak Jacket is a trademark of Oakley, Inc. iPod Touch is a trademark of Apple Inc. iOS is a trademark of Cisco. VELCRO is a trademark of Velcro Industries, B.V.

AXON flex is a trademarks of TASER International, Inc., and AXON, TASER and  are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

TASER International
Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 658-0673

Tim Hall
817-410-3230
timh@grapevinetexas.gov



Quotation

Quote: Q-11722-8
Date: 11/6/2014 4:10 PM
Quote Expiration: 12/31/2014
Contract Start Date*: 1/1/2015
Contract Term: 5 years

Bill To:
Grapevine Police Dept. - TX
307 W. DALLAS RD.
GRAPEVINE, TX 76051
US

Ship To:
Tim Hall
Grapevine Police Dept. - TX
307 W. DALLAS RD.
GRAPEVINE, TX 76051
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kyle Panasewicz	(480) 905-2071	kylep@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Evidence.com & Hardware
Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
60	85069	5 YEAR TASER ASSURANCE PLAN , BODYCAM		USD 0.00	USD 0.00	USD 0.00
60	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 35,280.00	USD 8,255.40	USD 27,024.60
20	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	300.00	USD 6,000.00	USD 1,404.00	USD 4,596.00
60	73002	CAMERA SYSTEM, AXON BODY	299.00	USD 17,940.00	USD 17,940.00	USD 0.00
10	70026	EVIDENCE.COM, DOCK, SIX CAMERA BAYS +HUB	1495.00	USD 14,950.00	USD 7,475.00	USD 7,475.00
1,200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	1.50	USD 9,000.00	USD 2,100.00	USD 6,900.00
60	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 2,160.00	USD 505.20	USD 1,654.80
1	85056	PREMIUM SERVICE	7500.00	USD 7,500.00	USD 1,755.00	USD 5,745.00
60	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	240.00	USD 14,400.00	USD 3,600.00	USD 10,800.00
Year 1 Evidence.com & Hardware Due Net 30 Total:						USD 107,230.00
Year 1 Evidence.com & Hardware Due Net 30 Net Price:						USD 64,195.40

Spare Hardware

CC ITEM #19

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
1	85069	5 YEAR TASER ASSURANCE PLAN , BODYCAM		USD 0.00	USD 0.00	USD 0.00
1	73002	CAMERA SYSTEM, AXON BODY		USD 0.00	USD 0.00	USD 0.00
Spare Hardware Total:						USD 0.00
Spare Hardware Net Price:						USD 0.00

Net 30, 2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
20	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	300.00	USD 6,000.00	USD -400.80	USD 6,400.80
60	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 35,280.00	USD -2,356.80	USD 37,636.80
200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	1.50	USD 9,000.00	USD -600.00	USD 9,600.00
60	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 2,160.00	USD -144.00	USD 2,304.00
60	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	240.00	USD 14,400.00	USD 3,600.00	USD 10,800.00
Net 30, 2015 Total:						USD 66,840.00
Net 30, 2015 Net Price:						USD 66,741.60

Net 30, 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
20	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	300.00	USD 6,000.00	USD -400.80	USD 6,400.80
60	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 35,280.00	USD -2,356.80	USD 37,636.80
200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	1.50	USD 9,000.00	USD -600.00	USD 9,600.00
60	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 2,160.00	USD -144.00	USD 2,304.00
60	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	240.00	USD 14,400.00	USD 3,600.00	USD 10,800.00
Net 30, 2016 Total:						USD 66,840.00
Net 30, 2016 Net Price:						USD 66,741.60

Net 30, 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
20	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	300.00	USD 6,000.00	USD -400.80	USD 6,400.80

CG ITEM #19

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
60	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 35,280.00	USD -2,356.80	USD 37,636.80
200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	1.50	USD 9,000.00	USD -600.00	USD 9,600.00
60	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 2,160.00	USD -144.00	USD 2,304.00
60	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	240.00	USD 14,400.00	USD 3,600.00	USD 10,800.00
Net 30, 2017 Total:						USD 66,840.00
Net 30, 2017 Net Price:						USD 66,741.60

Net 30, 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
20	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	300.00	USD 6,000.00	USD -400.80	USD 6,400.80
60	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 35,280.00	USD -2,356.80	USD 37,636.80
200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
1,200	85035	EVIDENCE.COM STORAGE		USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	1.50	USD 9,000.00	USD -600.00	USD 9,600.00
60	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 2,160.00	USD -144.00	USD 2,304.00
60	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	240.00	USD 14,400.00	USD 3,600.00	USD 10,800.00
Net 30, 2018 Total:						USD 66,840.00
Net 30, 2018 Net Price:						USD 66,741.60

Subtotal	USD 331,161.80
Estimated Shipping & Handling Cost	USD 97.18
Grand Total	USD 331,258.98

Complimentary Evidence.com Tier Upgrade Through 12/31/2014

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2014. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In January 2015 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

The first year invoice will actually be 53,400.
Taser will invoice an extra \$2,800 per year for years 2-5 to make up the difference from the discount on year 1.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <http://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Kyle Panasewicz at kylep@taser.com or fax to (480) 658-0673

THANK YOU FOR YOUR BUSINESS!

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Addendum No. 1 CC ITEM #19
Professional Services Statement of Work

Agency seeks assistance from TASER for the development of modifications to the EVIDENCE.com services to enable integration with the Agency's current records management system and/or computer aided dispatch system (collectively referred to as RMS). This Addendum No. 1 Professional Services Statement of Work (SOW) is therefore made and entered into by and between TASER International, Inc., a Delaware corporation (TASER), and (Agency) and amends the EVIDENCE.com Master Service Agreement between the parties with an effective date of _____, 20____ (MSA). This SOW adds provisions to the MSA related to TASER's provision of Integration Services. All other provisions in the MSA not amended by this SOW remain the same. In consideration of the mutual promises contained in this SOW, TASER and Agency agree to all terms of this SOW effective _____, 20____ (Effective Date).

1. Term. The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Module Licenses, whichever is first. Once TASER begins the work under this SOW the estimated completion date is _____, 20____.

2. Scope of Integration Services. The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.

3. Pricing. All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth below:
a. Agency must purchase an Integration Module License for each officer that uses a TASER AXON camera product. All Integration Module Licenses will be co-termed with the Agency's EVIDENCE.com licenses so that the Integration Module License expires on the same dates as the Agency's EVIDENCE.com licenses. The Integration Module Licenses may only be terminated in accordance with the terms of the MSA.
b. Each Integration Module License costs \$_____ per officer per month.
c. Agency agrees to make an initial purchase of _____ Integration Module Licenses.
d. TASER will invoice Agency for sales or use taxes separately on the invoices. If Agency is exempt from taxation for the Integration Module Licenses, then Agency must submit an exemption certificate.
e. TASER will invoice Agency, in accordance with the MSA, for the Integration Module Licenses, and all payments for fees and expenses are due in accordance with the MSA.

4. Primary Contacts. For this SOW the primary contact for each party is as follows:

Table with 4 columns: Name, Phone, Email. Rows for TASER (Alex Mersereau, (602) 448-0664, alex@evidence.com) and Agency.

5. Delivery of Integration Services.
a. Support After Completion of the Integration Services. After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or error in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.

b. Changes to Services. Changes to the scope of the Integration Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a



Addendum No. 1 **CC ITEM #19**
Professional Services Statement of Work

scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

c. Delays. If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.

d. Performance Warranty. TASER warrants that it will perform the Integration Services in a good and workmanlike manner. In the event the Integration Services do not meet the requirements and specifications agreed upon, Agency must provide TASER with written notice and details of the alleged non-complying Integration Services within 7 calendar days after completion of the Integration Services. After determination by TASER that the Integration Services were not in conformance to the requirements and specifications, TASER will re-perform the non-complying Integration Services at no additional cost.

6. Acceptance Checklist. TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

7. Agency's Responsibilities. TASER's successful performance of the Integration Services depends upon the Agency's:

- a. Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
- b. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
- c. Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- d. Providing all necessary infrastructure and software information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the Integration Services;
- e. Promptly installing and implementing any and all software updates provided by TASER;
- f. Ensuring that all appropriate data backups are performed;
- g. Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
- h. Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;
- i. Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- j. Ensuring the reasonable availability by phone of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

8. Authorization to Access Computer Systems to Perform Services. Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information



Addendum No. 1 **CC ITEM #19**
Professional Services Statement of Work

TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

9. Liability for Loss or Corruption of Data. Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

10. Intellectual Property. TASER owns all right, title and interest in all Product User Documentation and the software integration modules developed by TASER under this SOW. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute, or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble, or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

11. Confidentiality. A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Integration Services under this SOW. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

12. Indemnification. Except to the extent caused by the negligent acts or willful misconduct of Agency, TASER will indemnify, defend, and hold the Agency, its officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this SOW.

13. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS SOW, THE WARRANTIES STATED IN THIS SOW ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. TASER DOES NOT MAKE AND HEREBY DISCLAIMS, AND AGENCY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SOW OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS SOW, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS SOW FOR THE INTEGRATION SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS AGENCY'S OBLIGATIONS UNDER SECTION 3.

14. General.

a. Notifications. Any notice permitted or required under this SOW will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the



Addendum No. 1 CC ITEM #19
Professional Services Statement of Work

addresses listed in the signature block at the end of this SOW.

b. Entire Agreement; Modification. This SOW, including the Quote for Integration Services and MSA, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Integration Services. No modification, amendment, or waiver of any provision of this SOW will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the SOW.

c. Severability. This SOW is contractual and not a mere recital. Sections 1-3, 5, and 9-15 will continue in force and effect after termination of this SOW. If any portion of this SOW is held to be invalid or unenforceable, the remaining portions of this SOW will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this SOW but the rest of the SOW will remain in full force and effect.

15. Definitions.

“Confidential Information” means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this SOW, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party’s Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this SOW will be construed as granting the receiving party any right of use, title, or interest in the disclosing party’s Confidential Information.

“Integration Services” means the professional services provided by us pursuant to this SOW.

“Product User Documentation” means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Integration Services provided under this SOW, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Integration Services provided under this SOW.

Signature block form with fields for TASER International, Inc. and Agency, including By, Name, Title, Signature Date, Address, and Email.

[Revised 6-23-2014]

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE THE SOLE SOURCE ANNUAL CONTRACT WITH RENEWAL OPTIONS FOR DIGITAL EVIDENCE MANAGEMENT SERVICES AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by Texas Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A) to purchase digital evidence management services on a sole source basis; and

WHEREAS, the sole source purchase is due to the vendor being the only provider of certain digital video surveillance equipment and video management services required by the Police Department; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the sole source annual contract for digital video surveillance equipment and video management services from TASER International for the Police Department for an amount not to exceed \$64,195.40.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the annual contract for digital video surveillance equipment and video management services.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: RESOLUTION DECLARING CITY PROPERTY SURPLUS AND
AUTHORIZING CITY MANAGER TO DISPOSE OF CITY
PROPERTY

RECOMMENDATION:

City Council consider adopting a resolution declaring a tract of land owned by the City of Grapevine and lying in the City of Southlake to be surplus, authorizing the City Manager to execute the necessary documents to sell subject tract at the appraised value to the owner of the abutting property, and take any necessary action.

BACKGROUND:

The City of Grapevine acquired the subject tract in preparation for the construction of the Parra Linda Drainage Project in 1991. It is located adjacent to Shady Lane in Southlake.

The stormwater flow collected in the Parra Linda Addition and Kimball Road enclosed drainage system discharged onto the subject tract immediately downstream of the project's drainage improvements.

The owner of the property abutting the subject tract on the east has requested the City consider selling subject tract to him to incorporate into his planned development as an entry feature enhancement. Stormwater currently discharges upon and crosses subject tract in an open channel. The subject tract will be incorporated into the proposed development of the abutting property with the stormwater being confined within a more structured open channel or within an enclosed pipe system.

The 0.74 acre subject tract has an appraised value of \$77,000.00. The owner of the abutting property has agreed to purchase the tract for the appraised price.

Section 272.001(c) of the Texas Local Government Code authorizes the sale of City owned property to the abutting property owner without the requirement of competitive bidding.

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, DECLARING A CITY OWNED TRACT OF LAND TO BE SURPLUS; AUTHORIZING THE CITY MANAGER TO SELL SAID TRACT FOR THE APPRAISED PRICE TO THE OWNER OF THE ABUTTING PROPERTY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in October, 1991, the City of Grapevine acquired a 0.74 acre tract of land ("subject tract") for a drainage outfall in association with the construction of the Parra Linda Drainage Project; and

WHEREAS, the City of Grapevine has been approached by the owner of the property abutting the subject tract on the east regarding the sale of the subject tract; and

WHEREAS, the subject tract cannot be used independently; and

WHEREAS, the owner of the abutting property wishes to incorporate the subject tract in to his development plans for the property abutting the subject tract; and

WHEREAS, the subject tract is no longer needed by the City provided that the development of the subject tract in conjunction with the property abutting to the east includes the collection and conveyance of stormwater runoff currently reaching the subject tract from the existing underground system discharge point on the subject tract; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the preamble of this resolution are true and correct and are hereby incorporated into the body of this resolution as if copied in their entirety.

Section 2. That the 0.74 acre subject tract is hereby declared to be surplus and is no longer needed by the City.

Section 3. That the City Manager is hereby authorized to sell the subject tract at its appraised value of \$77,000.00 to the owner of the abutting property to the east of the subject tract as authorized by Section 272.001(c) of the Texas Local Government Code.

Section 4. That the City Manager is hereby authorized to execute the necessary documents to complete this sale.

Section 5. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

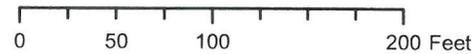
APPROVED AS TO FORM:

Shady Lane Property, Southlake-Grapevine Boundary

CC ITEM #20



 City of Grapevine property  Grapevine Boundary



12/9/2014



MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF A TRUCK WITH CRANE

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of a truck with crane from Grande Truck Center through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-48910-530-2 (Utility Vehicle Replacement Fund) for a total amount not to exceed \$171,483.00.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Grande Truck Center. The Fleet Services and Purchasing staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for replacement of Unit 31316 in Public Works Utilities Department which was approved in the FY 2015 Vehicle/Equipment Replacement list. This is an upgrade in size to accommodate a larger crane needed to service and maintain pumps and motors at treatment plants and lift stations. It will also provide a power unit that will operate special tools and equipment needed to exercise valves and boring machines.

Staff recommends approval

PH/BS

TRUCK
AND CRANE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE A TRUCK WITH CRANE THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas, has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract #430-13, Vehicles, Light and Heavy Duty Trucks, and Options with Grande Truck Center; and

WHEREAS, the City of Grapevine, Texas has a need to replace and upgrade the current truck with crane for the Public Works Utilities Department; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of a truck with crane from Grande Truck Center through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$171,483.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said vehicle.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BIZ}
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR A SOLE SOURCE
PURCHASE OF A BYPASS PUMP PACKAGE

RECOMMENDATION:

City Council to consider approval of a resolution for a sole source purchase of a bypass pump package from Odessa Pumps.

FUNDING SOURCE:

Funding for this purchase is currently available in account 200-48860-530-2 (Capital Equipment/Motor Vehicles Fund) in the amount of \$39,028.00.

BACKGROUND:

This procurement will be made as a sole source in accordance with Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A).

Odessa Pumps is the only company in north central Texas that can manufacture and distribute this type of bypass pump package. The sole source purchase is due to the fleet standardization specifications required by the Public Works Department.

This purchase is for a 4" Sound Attenuated Premier Pump to replace unit 30PUM7 approved in the FY 2015 Vehicle/Equipment Replacement List. This is for the Public Works Utility Department. The pump replaces an outdated loud pump and is less than 61DbA and can be operated in residential areas without disturbing the residents.

Staff recommends approval.

PH/BS

RESOLUTION NO. _____

BYPASS PUMP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE THE SOLE SOURCE PURCHASE OF A BYPASS PUMP PACKAGE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by Texas Local Government Code Chapter 252, Subchapter B, § 252.022. General Exemptions (a)(7)(A) to purchase said equipment on a sole source basis; and

WHEREAS, the sole source purchase is due to the fleet standardization specifications required by the Public Works Department and is needed to replace an old pump; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the sole source purchase of a bypass pump package for the Public Works Utilities Department for an amount not to exceed \$39,028.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of a bypass pump package.

Section 4. That this resolution shall take passage from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER ^{BR}
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL OF A RESOLUTION FOR THE PURCHASE OF A
HEAVY HAUL TRUCK

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of a heavy haul truck from Grande Truck Center through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

FUNDING SOURCE:

Funding for this purchase is currently available in account 325-48910-415-15-0040 (Capital Equipment/Motor Vehicle Fund) for the amount not to exceed \$158,160.00.

BACKGROUND:

This purchase will be made in accordance with an existing Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Grande Truck Center. The Fleet Services and Purchasing staff reviewed the contract for departmental specification compliance and pricing and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for a 2016 Mack GU713 haul truck for Public Works Street Department, replacing unit 15855 approved in the FY 2015 Vehicles and Equipment List. The specification meets all the requirements and criteria of the Public Works Department for moving and transporting equipment and material.

Staff recommends approval.

PH/BS

RESOLUTION NO. _____

HEAVY HAUL
TRUCK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE A HEAVY HAUL TRUCK THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, the Houston-Galveston Area Council (H-GAC), a regional planning commission, is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Agreement for Cooperative Purchasing with H-GAC and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, H-GAC has established a contract with Grande Truck Center under contract #HT06-14, Medium and Heavy Trucks and Truck Bodies; and

WHEREAS, the City of Grapevine, Texas has a need to replace a heavy haul truck for the Public Works Street Department; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of a Mack heavy haul truck from Grande Truck Center through an Interlocal Agreement for Cooperative Purchasing with H-GAC for an amount not to exceed \$158,160.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said truck.

Section 4. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: RESOLUTION FOR THE PURCHASE OF AN ASPHALT PAVER
AND TRAILER

RECOMMENDATION:

City Council to consider approval of a resolution for the purchase of an asphalt paver and trailer from Kirby-Smith Machinery, Inc. through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and authorizing the reimbursement of certain expenditures to be incurred from future tax-exempt obligations of the City and providing an effective date.

FUNDING SOURCE:

Funding for this purchase will be from the future sale of Certificates of Obligation in account 325-48910-415-15-0043 (Vehicle/Equipment Replacement Fund) for a total amount not to exceed \$308,273.00.

BACKGROUND:

This resolution allows for expenditure of funds occurring prior to the bond sale to be reimbursed from the proceeds of the bonds. The City reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof.

This purchase will be made in accordance with an existing Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) as allowed by Texas Local Government Code, Section 271.102, Cooperative Purchasing Program.

Bids were taken by the Cooperative and a contract was awarded to Kirby-Smith Machinery, Inc. The Fleet Services and Purchasing staff reviewed the contract for departmental specification compliance and determined that the contract would provide the best product and pricing for meeting the needs of the City.

This purchase is for a Vogele Asphalt Paver and a trailer to replace unit 15506 for the Public Works Street Department which was approved in the FY 2015 Vehicle/Equipment Replacement list. The asphalt paver can accommodate paving jobs of various size

streets and parking areas as well as special applications along with its transport trailer with hydraulic ramps.

Staff recommends approval

GL/KW/PH/BS

CC ITEM #24
ASPHALT PAVER
AND TRAILER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE AN ASPHALT PAVER AND TRAILER THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grapevine, Texas is a local government in the State of Texas and as such is empowered by the Texas Local Government Code, Section 271.102 to enter into a cooperative purchasing program agreement with other qualified entities in the State of Texas; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) is a qualified purchasing cooperative program as authorized by Section 271.102 of the Texas Local Government Code; and

WHEREAS, the City of Grapevine, Texas has established an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) and wishes to utilize established contracts meeting all State of Texas bidding requirements; and

WHEREAS, The Local Government Purchasing Cooperative (Buyboard) has an established contract #424-13, Construction, Road, Bridge & Other Equip., and #425-13, Refuse Bodies, Trailers, and Other Bodies with Kirby-Smith Machinery, Inc. as the qualified distributor; and

WHEREAS, the City of Grapevine, Texas has a need to replace the current paver and trailer for Public Works Streets Department; and

WHEREAS, the City is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the City reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof; and

WHEREAS, the City has concluded that it does not currently desire to issue obligations to finance the costs associated with the acquisition; and

WHEREAS, the City desires to reimburse itself for the costs associated with the acquisition from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the City reasonably expects to issue obligations to reimburse itself for the costs associated with the acquisition; and

WHEREAS, all legal prerequisites for the adoption of this resolution have been met, including but not limited to the Local Government Code and the Open Meetings Act; and

WHEREAS, the City Council hereby declares that the approval of this resolution is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS:

Section 1. That all matters stated in the above preamble are true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the City Council of the City of Grapevine authorizes the purchase of an asphalt paver and trailer from Kirby-Smith Machinery, Inc. through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard) for an amount not to exceed \$308,273.00.

Section 3. That the City Manager or his designee is authorized to take all steps necessary to consummate the purchase of said paver and trailer.

Section 4. The City reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and are to be paid in connection with the acquisition.

Section 5. That the City reasonable expects that the maximum principle amount of obligations issued to reimburse the City for the costs associated with the acquisition will be \$310,000.00.

Section 6. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

MEMO TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: BRUNO RUMBELOW, CITY MANAGER *BR*
MEETING DATE: DECEMBER 16, 2014
SUBJECT: APPROVAL TO AWARD AN ANNUAL CONTRACT FOR HOT MIX ASPHALT

RECOMMENDATION:

City Council to consider approval for the award of RFB 422-2015 for an annual contract for hot mix asphalt with optional renewals to The Lane Construction Corporation, Austin Asphalt, JLB Contracting, LLC. and Reynolds Asphalt.

FUNDING SOURCE:

Funds are available in account 174-43301-415-090 (Street Maintenance/Capital Replacement/Transportation Infrastructure Maintenance) in an estimated budgeted amount of \$500,000.00.

BACKGROUND:

Bids were taken in accordance with Local Government Code Chapter 252, Subchapter B, Section 252.021 (a) and Section 252.041 (a). The bid advertisement was posted in the Fort Worth Star-Telegram on October 30, 2014 and November 6, 2014. The bid was open electronically and available to the public on November 21, 2014. There were 458 vendors electronically notified of the bid through the eBid system. There were four bids submitted.

The purpose of this bid is to establish fixed indefinite quantity annual pricing with four optional one-year renewals for hot mix asphalt. The Public Works Street Department will use this material for street repairs and road construction projects. Material will be picked-up at the plant or delivered to jobsite locations on an as-needed basis.

Based on the evaluation of the bid by Purchasing and the Public Works Department it was determined that primary awards be made to The Lane Construction Corporation and Austin Asphalt and secondary awards be made to JLB Contracting, LLC and Reynolds Asphalt to ensure availability of materials without interruption of road projects.

Staff recommends approval.

KH/LW



Tabulation of Bids
City of Grapevine

RFB Number:	422-2015	Quotation Opening Date/Time:	11/21/2014	2:00 P.M.
RFB Name:	Hot Mix Asphalt	Bids Issued:	458	Bids Recd:
Requesting Dept:	Public Works - Streets	1st Ad:	10/30/2014	2nd Ad:
				11/6/2014

	VENDOR # 1	VENDOR # 2	VENDOR # 3	VENDOR # 4
Name of Bidder.....	Austin Asphalt	JLB Contracting, LLC	The Lane Construction Corporation	Reynolds Asphalt & C
Address.....	6330 Commerce Drive, Suite 150	PO Box 24131	PO Box 800	PO Box 370
City, State, Zip.....	Irving, Texas 75063	Fort Worth, Texas 76124	Roanoke, Texas 76262	Euless, Texas 76039
Telephone/Fax Number.....	214-596-7300	817-261-2991	817-430-0552	817-267-3131
Company Representative.....	Pat Tinsley	Ronald Stinson	Scott Huber	Ned Tankersley

#	Item	Qty	Unit	Unit Price	Extended Price						
1	Hot Mix Asphaltic Concrete Pavement, Type A (Coarse-Graded Base Course) Loaded on City Truck at Plant	500	Tons	No Bid	\$0.00	No Bid	\$0.00	\$47.50	\$23,750.00	No Bid	\$0.00
2	Hot Mix Asphaltic Concrete Pavement, Type B (Fine-Graded Base Course) Loaded on City Truck at Plant	2000	Tons	\$48.00	\$96,000.00	\$56.00	\$112,000.00	\$47.50	\$95,000.00	\$57.00	\$114.00
3	Hot Mix Asphaltic Concrete Pavement, Type C (Coarse-Graded Surface Course) Loaded on City Truck at Plant	500	Tons	\$51.50	\$25,750.00	No Bid	\$0.00	\$50.25	\$25,125.00	\$58.50	\$29,250.00
4	Hot Mix Asphaltic Concrete Pavement, Type D (Fine-Graded Surface Course) Loaded on City Truck at Plant	6000	Tons	\$51.50	\$309,000.00	\$57.00	\$342,000.00	\$54.75	\$328,500.00	\$58.50	\$351,000.00
5	Delivery Charges for itemss 1-4	20	Miles	\$8.50	\$170.00	\$7.80	\$156.00	\$0.55	\$11.00	\$7.70	\$154.00
TOTAL ALL ITEMS.....											

NOTES.....

SUMMARY OF BIDS

Non Responsive Vendors:	No Bid Vendors:	Low Bid Vendors

“TABULATION STATEMENT”

ALL BIDS SUBMITTED ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF GRAPEVINE PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council and the Planning & Zoning Commission of the City of Grapevine, Texas met in Regular Joint Session on this the 18th day of November, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members of the City Council present to-wit:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member

constituting a quorum, with the following members of the Planning & Zoning Commission:

Larry Oliver	Chairman
Herbert Fry	Vice Chairman
Betty "BJ" Wilson	Member
Monica Hotelling	Member
Jim Fechter	Member
Gary Martin	Member
Beth Tiggelaar	Member
Dennis Luers	Alternate

constituting a quorum, with Commissioner Theresa Mason absent, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 6:31 p.m.

EXECUTIVE SESSION

Mayor Tate announced the City Council would recess to the City Council Conference Room to conduct a closed session regarding:

ITEM 1. EXECUTIVE SESSION

A. Personnel relative to Municipal Court Judge appointment, employment and duties under Section 551.074, Texas Government Code.

B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:35 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to the closed session. Item 1.A. City Manager Bruno Rumbelow recommended approval of an ordinance appointing Mr. Alan Wayland as Municipal Judge for a two-year term (commencing January 1, 2015, and running two years after the earlier date of Judge David Florence's retirement or May 3, 2015) and authorization for the City Manager to execute the contract for municipal judge services under Section 551.074, Texas Government Code.

Council Member Spencer, seconded by Council Member Freed, offered a motion to approve the ordinance appointing Alan Wayland as Municipal Judge and authorize the City Manager to execute the contract as recommended. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

ORDINANCE NO. 2014-68

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPOINTING ALAN WAYLAND AS THE MUNICIPAL COURT JUDGE FOR A TWO (2) YEAR TERM; PROVIDING A SEVERABILITY CLAUSE; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 1.B. There was no action necessary relative to conference with City Manager and Staff under Section 551.087, Texas Government Code.

NOTE: City Council continued with the Workshop portion of the Agenda in open session in the City Council Chambers.

WORKSHOP

CALL TO ORDER

The Workshop Session was called to order at 7:06 p.m.

ITEM 2. DISCUSS COMMUNITY ACTIVITIES CENTER MEMBERSHIP FEES AND NAMING

Parks & Recreation Director Kevin Mitchell introduced Steve Atkins from The Atkins Group who reviewed the branding process previously discussed during the October 21st meeting, and potential names for the multi-generational facility currently under renovation. Council discussion followed on the presented names and requested the addition of "Grapevine" into the name and logo--The REC. Mr. Mitchell then clarified that there would not be a fee associated with a senior membership, that cost recovery was projected at 84% and that the number of non-resident memberships would be monitored. Mr. Mitchell noted that The Atkins Group would continue their efforts using Council's input, and would present logo designs at the next meeting.

No formal action was taken by the City Council

ITEM 3. DISCUSS QUALITY OF LIFE SURVEY

Assistant City Manager Jennifer Hibbs stated at the October 21, 2014 meeting, Council requested Staff create a survey to gather residents' opinions regarding the use of Quality of Life funds. Ms. Hibbs presented the draft survey for Council's input, noting it would be web-based and allow one survey submittal per household, and that a paper format would be available for citizens who do not have computer access. Discussion ensued on modifications to the survey and to clarify the definition of a Quality of Life project.

No formal action was taken by the City Council. There being no further business to discuss on the Workshop Agenda, the Workshop was adjourned.

JOINT MEETING

CALL TO ORDER

Mayor Tate called the meeting to order at 7:34 p.m. in the City Council Chambers.

INVOCATION

Commissioner Beth Tiggelaar delivered the Invocation and led the Pledge of Allegiance.

ITEM 4. CERTIFICATES OF RECOGNITION FOR LIFE-SAVING MEASURES

Fire Chief Darrell Brown spoke of the June 1, 2014 life-saving rescue and resuscitation measures administered to Mr. Will Rigby, who sustained multiple cervical fractures, after diving into his pool and striking his head. Mayor Tate presented Certificates of

Recognition to Sheri Haygood, Patti Stuart and Jeff Stuart for their life saving and heroic actions.

ITEM 5. PUBLIC HEARING, ZONING APPLICATION Z14-03 DCT FELLOWSHIP WEST

Mayor Tate declared the public hearing open.

Assistant Development Services Director Ron Stombaugh stated that Zoning Application Z14-03 (DCT Fellowship West) had been submitted by Pacheco Koch, LLC requesting rezoning of 12.381 acres from "CC" Community Commercial District Regulations to "LI" Light Industrial District for a proposed warehouse development. The subject property is located at 3175 and 3193 Bass Pro Drive.

Mr. Clayton Stolle requested favorable consideration of the application and answered questions on use of space, amount of planned office and warehouse space, and proximity to the access road.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and one letter of support was copied to the Council and Commission.

Commissioner Martin, seconded by Commissioner Hotelling, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Tiggelaar
Nays: None

Council Member Freed, seconded by Council Member O'Dell, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 6. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-41 ENTERPRISE CAR AND TRUCK RENTAL AND FINAL PLAT OF LOT 1-R, BLOCK 1, SUNSHINE HARBOR INDUSTRIAL ADDITION BEING A REPLAT OF LOT 1, TRACT 3, SUNSHINE HARBOR INDUSTRIAL ADDITION AND A PORTION OF TRACT 3, SUNSHINE HARBOR INDUSTRIAL

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-41 (Enterprise Car and Truck Rental) and final plat of Lot 1-R, Block 1, Sunshine Harbor Industrial Addition being a replat of Lot 1, Tract 3, Sunshine Harbor Industrial Addition and a portion of Tract 3, Sunshine Harbor Industrial had been

submitted by Baldwin Associates requesting a conditional use permit to allow a car and truck rental facility and final plat. The subject property is located at 849 East Dallas Road and is zoned "LI" Light Industrial District. Mr. Stombaugh advised that 48.72% of the property owners within 200 feet of the subject property oppose the request; therefore, it will require a 3/4 vote of the City Council for approval of the application.

Mr. Tom Berutti requested favorable consideration of the application and answered questions on hours of operation, length of rental trucks, inventory storage, landscaping and anticipated traffic volumes.

Mayor Tate invited guests present to comment regarding the application. Dr. Ed Smith, 1013 Honeysuckle, representing Faith Christian School expressed opposition to the application citing student safety and traffic issues; Mr. Kenn Goldblatt, 5312 Woodway Drive, Fort Worth, spoke in opposition to the application due to the property's involvement in a lawsuit; and Mr. Carl Young, 4113 Meadow Drive, expressed concerns on the carwash, water usage and wastewater disposal. Eleven letters in opposition were copied to the Council and Commission.

Commissioner Fechter, seconded by Commissioner Wilson, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Tiggelaar
Nays: None

Council Member O'Dell, seconded by Mayor Pro Tem Wilbanks, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 7. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-42
STARBUCKS

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-42 (Starbucks) had been submitted by 114 Grapevine Towers LLC requesting a conditional use permit to amend the site plan approved by Ordinance No. 2012-70 to allow outside dining and drive-through service in conjunction with a restaurant in a planned commercial center. The subject property is located at 1325 William D. Tate Avenue and is zoned "HC" Highway Commercial District.

Mr. John Evans requested favorable consideration of the application and answered questions on signage and drive-through lanes.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and there was no correspondence to report.

Commissioner Wilson, seconded by Commissioner Fechter, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Tiggelaar
Nays: None

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 8. PUBLIC HEARING, CONDITIONAL USE APPLICATION CU14-43 TACO
CASA AND FINAL PLAT OF LOTS 3R1-A AND 3R1-B, BLOCK 1, W.R.
BOYD CENTER ADDITION BEING A REPLAT OF LOT 3R1, BLOCK 1,
W.R. BOYD CENTER ADDITION

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Conditional Use Application CU14-43 (Taco Casa) and final plat of Lots 3R1-A and 3R1-B, Block 1, W.R. Boyd Center Addition being a replat of Lot 3R1, Block 1, W.R. Boyd Center Addition had been submitted by JDJR Engineers requesting a conditional use permit to allow drive-through service in conjunction with a restaurant and final plat. The subject property is located at 525 East Northwest Highway and is zoned "CC" Community Commercial District Regulations.

Mr. Jim Dewey, Jr. requested favorable consideration of the application.

There were no questions from the City Council or the Planning & Zoning Commission.

Mayor Tate invited guests present to comment regarding the application. No one wished to speak and there was no correspondence to report.

Commissioner Hotelling, seconded by Commissioner Wilson, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Tiggelaar
Nays: None

Council Member Lease, seconded by Council Member Coy, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 9. PUBLIC HEARING, SPECIAL USE APPLICATION SU14-03 CROWN
CASTLE TOWERS

Mayor Tate declared the public hearing open.

Assistant Development Services Director Stombaugh stated that Special Use Application SU14-03 (Crown Castle Towers) had been submitted by Crown Castle Towers requesting a special use permit for a 120-foot monopole and the collocation of cellular equipment. The subject property is located at 1650 Hughes Road and is zoned "PCD" Planned Commerce Development District. This public hearing was tabled at the October 21, 2014 meeting.

Mr. Tim Dowdle requested favorable consideration of the application and answered questions on leasing, equipment building and collocation on existing electrical towers.

Mayor Tate invited guests present to comment regarding the application. Mr. Mike Morris, 849 Riverside Drive North, requested the cellular companies expedite cleanup and equipment reinstallation at Dove Water Tower; Ms. Cheryl Fairbanks, 1403 Whispering Dell Court, Southlake and Ms. Juneria Berges, 1012 Colonial Drive, Coppell, representing the property owner-Unity Church of Northeast Tarrant County, both spoke in support of the application; and Mr. Zach Motely, 6751 North Freeway, Fort Worth, representing DR Horton Homes, spoke in opposition of the case citing proximity of the monopole to the developing subdivision. There was no correspondence to report.

Commissioner Hotelling, seconded by Commissioner Tiggelaar, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Fechter, Martin & Tiggelaar
Nays: None

Council Member Coy, seconded by Council Member Spencer, offered a motion to close the public hearing. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RECESS AND RECONVENE

Mayor Tate announced the Planning & Zoning Commission would recess to the Planning & Zoning Conference Room to consider published business.

The City Council took a brief recess and then reconvened in the Council Chambers to consider published business. All members of the Council were present upon reconvening.

ITEM 10. CITIZEN COMMENTS

There were no Citizen Comments submitted.

ITEM 11. PRESENTATION, CELL PHONE COVERAGE

Assistant City Manager Jennifer Hibbs introduced Mr. Paul Baumgardner, AT&T Area Manager of Real Estate and Construction. Mr. Baumgardner presented area cellsite coverage and transmitter maps. Discussion followed on future improvements for service coverage in the northwest and southwest portions of the City.

No formal action was taken by the City Council.

NOTE: The City Council then considered the recommendations of the Planning & Zoning Commission, Items 28-39.

ITEM 12. PRESENTATION, MONTHLY FINANCIAL UPDATE

This item was considered after Item 39.

City Manager Rumbelow requested the presentation on the monthly financial update be tabled to the next meeting.

Council Member O'Dell, seconded by Council Member Freed, offered a motion to table the presentation to the December 2, 2014 meeting. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

ITEM 13. RESOLUTION, SECOND AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT, DOVE WATER TOWER

Public Works Director Stan Laster recommended approval of a resolution authorizing the Second Amendment to the Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC for the purpose of installing, operating, and maintaining a communications facility on the Dove Water Tower, located at 1702 Sagebrush Trail, and authorization for the City Manager to execute the amendment. Under the second amendment to the lease, the City will receive an annual lease payment of \$55,000.00 from New Cingular Wireless. Funds received from this lease will be allocated to the Public Art Fund. This item was tabled from the October 21, 2014 meeting.

Council Member Freed, seconded by Council Member Coy, offered a motion to approve the resolution authorizing the lease agreement amendment. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING THE SECOND AMENDMENT TO THE TOWER/GROUND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR THE INSTALLATION OF COMMUNICATIONS EQUIPMENT INCLUDING ANTENNAS, CABLES AND OTHER COMMUNICATION INSTRUMENTS ON THE DOVE WATER TOWER AND PROVIDING AN EFFECTIVE DATE

ITEM 14. RESOLUTION, FIRST AMENDMENT TO GROUND AND TOWER LEASE AGREEMENT, MINTERS CHAPEL MONOPOLE

Public Works Director Laster recommended approval of a resolution authorizing the First Amendment to the Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC for the purpose of installing, operating, and maintaining a communications facility on the Minters Chapel Monopole, located at 1900 Minters Chapel Road, and authorization for the City Manager to execute the amendment. Under the amended lease, the City will receive an annual lease payment of \$55,000.00 from New Cingular Wireless. Funds received from this lease will be allocated to the Public Art Fund. This item was tabled from the October 21, 2014 meeting.

Council Member Coy, seconded by Council Member Freed, offered a motion to approve the resolution authorizing the lease agreement amendment. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING THE FIRST AMENDMENT TO THE TOWER/GROUND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR THE INSTALLATION OF COMMUNICATIONS EQUIPMENT INCLUDING ANTENNAS, CABLES AND OTHER COMMUNICATION INSTRUMENTS ON THE

MINTERS CHAPEL MONOPOLE AND PROVIDING AN
EFFECTIVE DATE

ITEM 15. ORDINANCE, APPROVE TRAFFIC ENGINEERING STUDY CONTRACT
AND FUNDS APPROPRIATION

Public Works Director Laster recommended approval of a Traffic Engineering Contract in an amount not to exceed \$14,400.00 with Lee Engineering for traffic engineering study services at the intersections of Northwest Highway at Park Boulevard and Northwest Highway at State Highway 114, and approval of an ordinance appropriating and authorizing the transfer of funds in the amount of \$33,508.62 from the 1999 General Obligation Bonds to the Capital Improvements Plan budget.

Council Member Spencer, seconded by Mayor Pro Tem Wilbanks, offered a motion to approve the contract and ordinance authorizing the appropriation of funds. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ORDINANCE NO. 2014-69

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF GRAPEVINE, TEXAS, REVISING THE ADOPTED
CAPITAL IMPROVEMENTS BUDGET FOR THE FISCAL
YEAR ENDING IN 2015, PROVIDING FOR THE
TRANSFER OF THE FUNDS; DECLARING AN
EMERGENCY AND PROVIDING AN EFFECTIVE DATE

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations. There were none.

Item 16. Interlocal Agreement for Metroport Teen Court Program

Administrative Services Director recommended approval of the renewal of an Interlocal Agreement with the Cities of Colleyville, Southlake and Keller for the Metroport Teen Court Program. Grapevine's funding for participating in the program is provided in the FY2014-15 budget in the amount of \$40,000.00.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 17. Declare Items as Surplus Property

Administrative Services Director recommended approval of declaring certain items as surplus property and authorization for the sale through public auction.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 18. Award Bid 421-2015 Janitorial Supplies Annual Contract

Administrative Service Director recommended approval of the award of Bid 421-2015 Janitorial Supplies Annual Contract with four optional, one-year renewals to Empire Paper in an estimated amount of \$25,000.00.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 19. Renew Virtual Desktop Access Licenses Annual Contract

City Manager recommended approval of the renewal of an annual contract for Microsoft Windows virtual desktop access licenses with SHI Government Solutions, Inc. in an amount not to exceed \$31,020.00 through the State of Texas Department of Information Resources (DIR) Cooperative Contracts Program. This is the first renewal of two optional, one-year renewals available.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 20. Renew Book Lease Services Annual Contract

City Manager recommended approval of the renewal of an annual contract for book leasing services with Brodart Company in an amount not to exceed \$23,696.40 through

an Interlocal Agreement with the County of Brazoria, Texas. This is the first renewal of the two optional, one-year renewals available.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 21. Resolution, Authorize Fire Department Purchase of Lapel Microphones and Ventilation Fans

Fire Chief recommended approval of a resolution authorizing the purchase of firehouse equipment--lapel microphones and ventilation fans for the Fire Department from Casco Industries, Inc. in an amount not to exceed \$22,775.00 through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE FIREHOUSE EQUIPMENT THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 22. Renew Portable Gas Detection Devices Annual Contract

Fire Chief recommended approval of the renewal of an annual contract for a supply and maintenance agreement for portable gas detection devices with Safeware, Inc. in an amount not to exceed \$16,350.00 through an established Cooperative Purchasing Agreement with U.S. Communities. This is the final renewal of the contract.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 23. Resolution, Authorize Third Amendment to Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC, Mustang Water Tower

Public Works Director recommended approval of a resolution authorizing the Third Amendment to the Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC for the purpose of installing, operating, and maintaining a communications facility on the Mustang Water Tower, located at 3051 Ira E. Woods Avenue, and authorization for the City Manager to execute the amendment. Under the third amendment to the lease, the City of Grapevine and the Grapevine-Colleyville ISD will receive an annual lease payment of \$27,500, each receiving half of the total annual rent of \$55,000, from New Cingular Wireless.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, APPROVING THE THIRD AMENDMENT TO THE TOWER/GROUND LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR THE INSTALLATION OF COMMUNICATIONS EQUIPMENT INCLUDING ANTENNAS, CABLES AND OTHER COMMUNICATION INSTRUMENTS ON THE MUSTANG WATER TOWER AND PROVIDING AN EFFECTIVE DATE

Item 24. Resolution, Authorize Traffic Control Equipment Purchase

Public Works Director recommended approval of a resolution authorizing the purchase of traffic control equipment in an amount not to exceed \$19,260.00 from Twincrest Technologies through a Cooperative Agreement with the State of Texas CO-OP Purchasing Program.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO

PURCHASE TRAFFIC CONTROL EQUIPMENT THROUGH
AN ESTABLISHED COOPERATIVE AGREEMENT AND
PROVIDING AN EFFECTIVE DATE

Item 25. Ordinance, Developer Cost Participation Contract for Waterline
Construction along Hill Meadow Road and Funds Appropriation

Public Works Director recommended approval of a Developer Cost Participation Contract with Contrast Glade Hill Development, Inc. for the construction of a 12-inch waterline along Hill Meadow Road in an amount of \$27,018.02, and approval of an ordinance appropriating funds from the 2011 Water Impact Fees and authorization for the City Manager to execute the contract. Under the contract, the City will fund the upsizing of an eight-inch waterline to a 12-inch waterline.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ORDINANCE NO. 2014-70

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF GRAPEVINE, TEXAS, REVISING THE ADOPTED
CAPITAL IMPROVEMENTS BUDGET FOR THE FISCAL
YEAR ENDING IN 2015, PROVIDING FOR THE
TRANSFER OF THE FUNDS; DECLARING AN
EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 26. Ordinance, Water Engineering Design Services Contract Amendment
No. 2 and Appropriation of Funds

Public Works Director recommended approval of Amendment No. 2 to the Water Engineering Design Services Contract in the amount of \$34,250.00 with Baird, Hampton & Brown, Inc. and a 10% project contingency; approval of an ordinance appropriating funds from the Released Sewer Impact Fees and authorization for Staff to execute the amendment.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ORDINANCE NO. 2014-71

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF GRAPEVINE, TEXAS, REVISING THE ADOPTED

CAPITAL IMPROVEMENTS BUDGET FOR THE FISCAL
YEAR ENDING IN 2015, PROVIDING FOR THE
TRANSFER OF THE FUNDS; DECLARING AN
EMERGENCY AND PROVIDING AN EFFECTIVE DATE

Item 27. Consideration of Minutes

City Secretary recommended approval of the minutes of the November 4, 2014 City Council meetings as published.

Motion by Council Member Lease, seconded by Council Member O'Dell, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

NOTE: Planning & Zoning Commission recommendations were considered after Item 11.

ITEM 28. PLANNING & ZONING COMMISSION RECOMMENDATION
ZONING APPLICATION Z14-03 DCT FELLOWSHIP WEST

Chairman Oliver reported the Planning & Zoning Commission voted 4-3 for denial of Zoning Application Z14-03 (DCT Fellowship West) submitted by Pacheco Koch, LLC requesting rezoning of 12.381 acres from "CC" Community Commercial District Regulations to "LI" Light Industrial District for a proposed warehouse development. The subject property is located at 3175 and 3193 Bass Pro Drive.

Council Member Coy, seconded by Council Member Spencer, offered a motion to accept the Commission's recommendation for denial of the application. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: Freed

ITEM 29. PLANNING & ZONING COMMISSION RECOMMENDATION
PRELIMINARY PLAT, LOT 1, BLOCK 1, DCT FELLOWSHIP WEST
ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for denial of the preliminary plat of Lot 1, Block 1, DCT Fellowship West Addition.

Council Member Spencer, seconded by Council Member Coy, offered a motion to accept the Commission's recommendation for denial of the preliminary plat of Lot 1, Block 1, DCT Fellowship West Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: Freed

ITEM 30. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1, BLOCK 1, DCT FELLOWSHIP WEST ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for denial of the final plat of Lot 1, Block 1, DCT Fellowship West Addition.

Council Member Coy, seconded by Council Member Lease, offered a motion to accept the Commission's recommendation for denial of the final plat of Lot 1, Block 1, DCT Fellowship West Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Lease, Coy & O'Dell
Nays: Freed

ITEM 31. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-41 ENTERPRISE CAR AND TRUCK RENTAL

Chairman Oliver reported the Planning & Zoning Commission voted 4-3 for approval of Conditional Use Application CU14-41 (Enterprise Car and Truck Rental) submitted by Baldwin Associates requesting a conditional use permit to allow a car and truck rental facility. The subject property is located at 849 East Dallas Road and is zoned "LI" Light Industrial District.

Mayor Pro Tem Wilbanks, seconded by Council Member Coy, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion failed by the following vote, as a 3/4 vote of the City Council was required:

Ayes: Wilbanks, Freed, Coy & O'Dell
Nays: Tate, Spencer & Lease

ITEM 32. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 1-R, BLOCK 1, SUNSHINE HARBOR INDUSTRIAL ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 5-2 for approval of the Statement of Findings and the final plat of Lot 1-R, Block 1, Sunshine Harbor Industrial Addition. The subject property is located at 849 East Dallas Road and is zoned "LI" Light Industrial District.

Council Member Spencer, seconded by Council Member Lease, offered a motion to deny the final plat of Lot 1-R, Block 1, Sunshine Harbor Industrial Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 33. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-42 STARBUCKS

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-42 (Starbucks) submitted by 114 Grapevine Towers LLC requesting a conditional use permit to amend the site plan approved by Ordinance No. 2012-70 to allow outside dining and drive-through service in conjunction with a restaurant in a planned commercial center. The subject property is located at 1325 William D. Tate Avenue and is zoned "HC" Highway Commercial District.

Council Member Freed, seconded by Council Member Lease, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ORDINANCE NO. 2014-72

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-42 AMENDING THE SITE PLAN APPROVED BY ORDINANCE NO. 2012-70 FOR A PLANNED COMMERCIAL CENTER SPECIFICALLY TO ALLOW OUTDOOR DINING AND DRIVE-THROUGH SERVICE IN CONJUNCTION WITH A RESTAURANT IN A DISTRICT ZONED "HC" HIGHWAY COMMERCIAL DISTRICT ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE

SUM OF TWO THOUSAND DOLLARS (\$2,000.00);
DECLARING AN EMERGENCY AND PROVIDING AN
EFFECTIVE DATE

ITEM 34. PLANNING & ZONING COMMISSION RECOMMENDATION
CONDITIONAL USE APPLICATION CU14-43 TACO CASA

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of Conditional Use Application CU14-43 (Taco Casa) submitted by JDJR Engineers requesting a conditional use permit to allow drive-through service in conjunction with a restaurant. The subject property is located at 525 East Northwest Highway and is zoned "CC" Community Commercial District Regulations.

Council Member Freed, seconded by Council Member Coy, offered a motion to accept the Commission's recommendation and approve the ordinance granting the conditional use permit. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ORDINANCE NO. 2014-73

AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT IN ACCORDANCE WITH SECTION 48 OF ORDINANCE NO. 82-73, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GRAPEVINE, TEXAS, SAME BEING ALSO KNOWN AS APPENDIX "D" OF THE CITY CODE, BY GRANTING CONDITIONAL USE PERMIT CU14-43 FOR A RESTAURANT WITH DRIVE THROUGH SERVICE IN A DISTRICT ZONED "CC" COMMUNITY COMMERCIAL DISTRICT REGULATIONS ALL IN ACCORDANCE WITH A SITE PLAN APPROVED PURSUANT TO SECTION 47 OF ORDINANCE NO. 82-73 AND ALL OTHER CONDITIONS, RESTRICTIONS AND SAFEGUARDS IMPOSED HEREIN; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS, MORALS AND GENERAL WELFARE DEMAND THE ISSUANCE OF THIS CONDITIONAL USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE

ITEM 35. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOTS 3R1-A AND 3R1-B, BLOCK 1, W.R. BOYD CENTER
ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the final plat of Lots 3R1-A and 3R1-B, Block 1, W.R. Boyd Center Addition. The 3.3051 acre tract is located at 525 East Northwest Highway and is zoned "CC" Community Commercial District Regulations. The subject property is being platted for the development of a restaurant on Lot 3R1-A.

Council Member Freed, seconded by Council Member Coy, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the final plat of Lots 3R1-A and 3R1-B, Block 1, W.R. Boyd Center Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 36. PLANNING & ZONING COMMISSION RECOMMENDATION
SPECIAL USE APPLICATION SU14-03 CROWN CASTLE TOWERS

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for denial of Special Use Application SU14-03 (Crown Castle Towers) submitted by Crown Castle Towers requesting a special use permit for a 120-foot monopole and the collocation of cellular equipment. The subject property is located at 1650 Hughes Road and is zoned "PCD" Planned Commerce Development District.

Council Member Coy, seconded by Mayor Pro Tem Wilbanks, offered a motion to accept the Commission's recommendation for denial of the application. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer & Coy
Nays: Freed, Lease & O'Dell

ITEM 37. PLANNING & ZONING COMMISSION RECOMMENDATION
PRELIMINARY PLAT, LOTS 1 AND 2, BLOCK 1, GATEHOUSE
COMMERCIAL

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the preliminary plat of Lots 1 and 2, Block 1, Gatehouse Commercial. The 7.328 acre tract is located at Stone Myers and Westport Parkways and is zoned "BP" Business Park District. The subject property is being platted for the development of a commercial business park.

Council Member Coy, seconded by Council Member Freed, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the

preliminary plat of Lots 1 and 2, Block 1, Gatehouse Commercial. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 38. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOTS 1 AND 2, BLOCK 1, GATEHOUSE COMMERCIAL

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the final plat of Lots 1 and 2, Block 1, Gatehouse Commercial. The 7.328 acre tract is located at Stone Myers and Westport Parkways and is zoned "BP" Business Park District. The subject property is being platted for the development of a commercial business park.

Council Member Coy, seconded by Council Member Lease, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the final plat of Lots 1 and 2, Block 1, Gatehouse Commercial. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 39. PLANNING & ZONING COMMISSION RECOMMENDATION
FINAL PLAT, LOT 2, BLOCK 1, WETZEL ADDITION

Chairman Oliver reported the Planning & Zoning Commission voted 7-0 for approval of the Statement of Findings and the final plat of Lot 2, Block 1, Wetzel Addition. The 0.6328 acre tract is located at 260 Blevins Street and is zoned "R-7.5" Single Family District Regulations. The subject property is being platted for the development of a single family home.

Council Member Lease, seconded by Mayor Pro Tem Wilbanks, offered a motion to accept the Commission's recommendation and approve the Statement of Findings and the final plat of Lot 2, Block 1, Wetzel Addition. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

NOTE: Following the recommendations of the Planning & Zoning Commission, the City Council then considered Items 12-27.

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Lease, offered a motion to adjourn the meeting at 9:49 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Regular Session on this the 2nd day of December, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member

constituting a quorum, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 6:31 p.m.

EXECUTIVE SESSION

Mayor Tate announced the City Council would recess to the City Council Conference Room to conduct a closed session regarding:

ITEM 1. EXECUTIVE SESSION

A. Deliberate the sale, exchange, or value of real property (Public Works right-of-way) pursuant to Section 551.072, Texas Government Code.

B. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:35 p.m.

Upon reconvening in open session in the Council Chambers, Mayor Tate asked if there was any action necessary relative to the closed session. City Manager Bruno Rumbelow stated there was no action necessary relative to real property or conference with City Manager and Staff under Sections 551.072 or 551.087, Texas Government Code.

NOTE: City Council continued with the Workshop portion of the Agenda in open session in the City Council Chambers.

WORKSHOP

CALL TO ORDER

The Workshop Session was called to order at 6:47 p.m.

ITEM 2. LEGISLATIVE OUTLOOK FOR 2015

Lobbyist Fred Hill discussed the upcoming Legislative session and the City's proposed Legislative agenda for 2015. Mr. Hill then briefed the City Council regarding some of the proposed legislation for the upcoming year. City Manager Rumbelow advised the legislative agenda would be presented at the December 16th Council meeting for formal approval.

NOTE: At 7:02 p.m. Mayor Tate left the dais and returned at 7:05 p.m. during the presentation.

No formal action was taken by the City Council.

ITEM 3. FUTURE WATER AND WASTEWATER IMPROVEMENTS

Administrative Services Director John McGrane briefed the Council on the Utility Fund's unrestricted cash balance and Public Works Director Stan Laster presented future water and wastewater improvement projects to be funded with Certificates of Obligation, if approved by Council (Item 7).

No formal action was taken by the City Council. There being no further business to discuss on the Workshop Agenda, the Workshop was adjourned.

REGULAR MEETING

CALL TO ORDER

Mayor Tate called the meeting to order at 7:53 p.m. in the City Council Chambers.

INVOCATION

Council Member Chris Coy delivered the Invocation.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 555 posted the colors and led the Pledge of Allegiance.

ITEM 4. CITIZEN COMMENTS

There were no Citizen Comments submitted.

ITEM 5. MONTHLY FINANCIAL UPDATE

This item was tabled during the November 19, 2014 meeting.

Administrative Services Director McGrane presented the monthly financial update for October noting that the first two months of the fiscal year's sales tax receipts have to be accrued under State law; the General Fund revenue is ~~2.8%~~ and tracking the same as last year; that the City's unemployment rate dropped to 4.3%; and that hotel occupancy taxes and the average hotel room rate are down from the previous month but are higher than last year's figures. Mr. McGrane reviewed the new sales tax payee comparison chart which reflects the top 10, top 100 and unranked businesses in the City.

There was no formal action taken by the City Council.

ITEM 6. APPROVE CITY INVESTMENT POLICY

Administrative Services Director McGrane recommended approval of the City Investment Policy pursuant to the provisions of the Public Funds Investment Act, Chapter 2256, Texas Government Code, stating a change in the authorized positions with authority to make invests and the broker/dealer list. Mr. McGrane noted the revisions had been reviewed and approved by the Audit Committee. Annual review of the policy is required by the City Council to be in compliance with Chapter 2256, Texas Government Code.

Council Member Freed offered a motion to approve the Investment Policy as presented. Mayor Pro Tem Wilbanks seconded the motion which prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

ITEM 7. RESOLUTION, NOTICE OF INTENTION, ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

Administrative Services Director McGrane recommended approval of a resolution directing publication of a Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2015 in the amount of \$12,500,000.00. The

certificates will fund a parking lot construction project, water and wastewater projects, and equipment replacement--paver, two ambulances and a fire truck.

Council Member Freed, seconded by Council Member Lease, offered a motion to approve the resolution as recommended. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

RESOLUTION NO. 2014-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, RELATING TO THE GIVING OF NOTICE OF INTENTION TO ISSUE CITY OF GRAPEVINE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015 AND PROVIDING AN EFFECTIVE DATE

ITEM 8. ENGINEERING SERVICES CONTRACT, TRAFFIC ENGINEERING DESIGN SERVICES, HALL-JOHNSON ROAD CORRIDOR

Public Works Director Laster presented an Engineering Services Contract with Kimley-Horn Engineering for Traffic Engineering Services for the design of a new traffic signal at the intersection of Hall-Johnson Road and Countryside Drive; preparation of signal timing plans for the five traffic signals in the Hall-Johnson Road Corridor, from Pool Road to State Highway 121, including the new signal at Countryside Drive; and requested authorization for Staff to execute the contract.

Council discussion followed on the flow of area traffic, options to synchronize traffic signals and the use of flashing amber lights at night in the corridor. City Manager Rumbelow requested the item be tabled.

Mayor Pro Tem Wilbanks, seconded by Council Member Freed, offered a motion to table the contract award. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

CONSENT AGENDA

Consent items are deemed to need little Council deliberation and will be acted upon as one business item. Any member of the City Council or member of the audience may request that an item be withdrawn from the consent agenda and placed before the City Council for full discussion. Approval of the consent agenda authorizes the City Manager, or his designee, to implement each item in accordance with Staff recommendations. There were none.

Item 9. Interlocal Agreement for Tax Collection Services

Administrative Services Director recommended approval of an Interlocal Agreement with the Grapevine-Colleyville Independent School District to assess and collect the City's current and delinquent taxes.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 10. Resolution, Expressing Intent to Finance Expenditures for Ambulances and Parking Lot Reconstruction

Administrative Services Director recommended approval of a reimbursement resolution expressing intent to finance expenditures to be incurred relative to the purchase to two ambulances and the reconstruction of the Jenkins Street and Wall Street parking lot. This resolution allows for the expenditure of funds, estimated to be \$800,000.00, prior to issuing obligations.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED AND PROVIDING AN EFFECTIVE DATE

Item 11. Renew Multimedia Services Annual Contract

City Manager recommended approval of the renewal of an annual contract in an amount not to exceed \$16,200.00 for multimedia services with Swagit Productions, LLC for video streaming of City Council and Planning & Zoning Commission meetings.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 12. Resolution, Authorize Professional Services Contract for Medical Control Services and Terminate Current Contract

Fire Chief recommended approval of a resolution authorizing a professional services contract for medical control services in an amount not to exceed \$23,760.00 with BEST EMS and terminating the current contract with Roy Yamada, M.D on January 31, 2015.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

RESOLUTION NO. 2014-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO APPROVE A PROFESSIONAL SERVICES CONTRACT FOR MEDICAL CONTROL SERVICES; TERMINATING THE CURRENT CONTRACT AND PROVIDING AN EFFECTIVE DATE

Item 13. Resolution, Authorize Purchase of Two Horton Ambulances

Fire Chief recommended approval of a resolution authorizing the purchase of two Horton ambulances in an amount not to exceed \$484,773.00 from Professional Ambulance through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

RESOLUTION NO. 2014-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE TWO HORTON AMBULANCES THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 14. Award Informal Request for Quote for Emergency Medical Continuing Education Annual Contract and Terminate Current Contract

Fire Chief recommended approval of the award of an Informal Request for Quote for an annual contract in an amount not to exceed \$21,600.00 for emergency medical continuing education to BEST EMS and terminating the current contract with Red River Medical Institute.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

Item 15. Resolution, Authorize Purchase of Rescue Tools

Fire Chief recommended approval of a resolution authorizing the purchase of rescue tools in an amount not to exceed \$27,354.00 from Metro Fire Apparatus Specialties, Inc. through an Interlocal Participation Agreement with The Local Government Purchasing Cooperative (Buyboard).

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE RESCUE TOOLS THROUGH AN ESTABLISHED INTERLOCAL PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE

Item 16. Resolution, Support Texas Recreation and Parks Account and Texas State Park System's Grant Program

Parks and Recreation Director recommended approval of a resolution supporting the Texas Recreation and Parks Account and the Texas State Park System's grant program for acquisition and development of parks and recreational areas.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell
Nays: None

RESOLUTION NO. 2014-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, REQUESTING THE MEMBERS OF THE 84TH LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM AND PROVIDING AN EFFECTIVE DATE

Item 17. Renew Portable Toilet Rental Services Annual Contract

Parks and Recreation Director recommended approval of the renewal of an annual contract in an estimated annual budgeted amount of \$100,000.00 for portable toilet rental services with MMG Building and Construction Services, LLC through an Interlocal Cooperative Agreement with the City of Fort Worth, Texas.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

Item 18. Resolution, Authorize Purchase of Portable Radios

Police Chief recommended approval of a resolution authorizing the purchase of eight portable radios from Motorola Solutions for the Fire Department in an amount not to exceed \$26,879.20 through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

RESOLUTION NO. 2014-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE PORTABLE RADIOS THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING AND PROVIDING AN EFFECTIVE DATE

Item 19. Resolution, Authorize Portable Generator Purchase

Public Works Director recommended approval of a resolution authorizing the purchase of a portable generator from Loftin Equipment Company, Inc. in an amount not to exceed \$46,045.00 through an Interlocal Agreement for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC).

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

RESOLUTION NO. 2014-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE A PORTABLE GENERATOR THROUGH AN ESTABLISHED INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING AND PROVIDING AN EFFECTIVE DATE

Item 20. Resolution, Authorize HVAC Rooftop Unit Purchase for City Hall

Public Works Director recommended approval of a resolution authorizing the purchase and installation of a 70-ton HVAC rooftop unit for City Hall from The Brandt Companies, LLC in an amount not to exceed \$117,885.00 through an established Cooperative Agreement with the State of Texas CO-OP Purchasing Program.

Motion by Council Member Coy, seconded by Council Member Lease, to approve as recommended prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

RESOLUTION NO. 2014-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO PURCHASE A 70-TON HVAC ROOFTOP UNIT THROUGH AN ESTABLISHED COOPERATIVE AGREEMENT AND PROVIDING AN EFFECTIVE DATE

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Spencer, offered a motion to adjourn the meeting at 8:24 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease, Coy & O'Dell

Nays: None

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Special Session on this the 8th day of December, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member

constituting a quorum, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 6:31 p.m.

EXECUTIVE SESSION

Mayor Tate announced the City Council would recess to the City Council Conference Room to conduct a closed session regarding:

ITEM 1. EXECUTIVE SESSION

A. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 6:35 p.m. At 7:18 p.m. the City Council took a short break and continued the Executive Session at 7:25 p.m. with all members present.

Upon reconvening in open session in the Council Chambers, all members of the City Council were present except Council Member O'Dell. Mayor Tate asked if there was

any action necessary relative to the closed session. City Manager Bruno Rumbelow stated there was no action necessary relative to conference with City Manager and Staff under Section 551.087, Texas Government Code.

ADJOURNMENT

Mayor Pro Tem Wilbanks, seconded by Council Member Freed, offered a motion to adjourn the meeting at 8:35 p.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Spencer, Freed, Lease & Coy

Nays: None

Absent: O'Dell

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The City Council of the City of Grapevine, Texas met in Special Session on this the 9th day of December, 2014 in the City Council Chambers, Second Floor, 200 South Main Street, with the following members present to-wit:

William D. Tate	Mayor
C. Shane Wilbanks	Mayor Pro Tem
Sharron Spencer	Council Member
Darlene Freed	Council Member
Mike Lease	Council Member
Chris Coy	Council Member
Duff O'Dell	Council Member

constituting a quorum, with the following members of the City Staff:

Bruno Rumbelow	City Manager
Jennifer Hibbs	Assistant City Manager
John F. Boyle, Jr.	City Attorney
Jodi C. Brown	City Secretary

CALL TO ORDER

Mayor Tate called the meeting to order at 10:47 a.m.

EXECUTIVE SESSION

Mayor Tate announced the City Council would recess to the City Council Conference Room to conduct a closed session regarding:

ITEM 1. EXECUTIVE SESSION

A. Conference with City Manager and Staff to discuss and deliberate commercial and financial information received from business prospects the City seeks to have locate, stay, or expand in the City; deliberate the offer of a financial or other incentive; with which businesses the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.

The City Council recessed to the City Council Conference Room and began the closed session at 10:50 a.m.

Upon reconvening in open session in the Council Chambers, all members of the City Council were present except Council Member Spencer. Mayor Tate asked if there was any action necessary relative to the closed session. City Manager Bruno Rumbelow

stated there was no action necessary relative to conference with City Manager and Staff under Section 551.087, Texas Government Code.

ADJOURNMENT

Council Member Freed, seconded by Council Member Coy, offered a motion to adjourn the meeting at 11:52 a.m. The motion prevailed by the following vote:

Ayes: Tate, Wilbanks, Freed, Lease, Coy & O'Dell
Nays: None
Absent: Spencer

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAPEVINE, TEXAS on this the 16th day of December, 2014.

APPROVED:

William D. Tate
Mayor

ATTEST:

Jodi C. Brown
City Secretary

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF GRAPEVINE

The Planning and Zoning Commission of the City of Grapevine, Texas met in Regular Session on this the 18th day of November 2014 in the Planning and Zoning Conference Room, 200 South Main Street, 2nd Floor, Grapevine, Texas with the following members present-to-wit:

Larry Oliver	Chairman
Herb Fry	Vice Chairman
B J Wilson	Member
Monica Hotelling	Member
Jimmy Fechter	Member
Beth Tiggelaar	Member
Gary Martin	Member
Dennis Luers	Alternate

constituting a quorum with Theresa Mason absent and the following City Staff:

Scott Williams	Development Services Director
Ron Stombaugh	Development Services Asst. Director
John Robertson	Engineering Manager
Albert Triplett, Jr.	Planner II
Susan Batte	Planning Technician

CALL TO ORDER

Chairman Oliver called the meeting to order at 7:34 p.m.

BRIEFING SESSION

ITEM 1.

Chairman Oliver announced the Planning and Zoning Commission would conduct a work session relative to the following cases:

Z14-03	DCT FELLOWSHIP WEST
CU14-41	ENTERPRISE CAR AND TRUCK RENTAL
CU14-42	STARBUCKS
CU14-43	TACO CASA
SU14-03	CROWN CASTLE TOWER

JOINT MEETING

Mayor Tate called the meeting to order at 7:34 p.m. in the City Council Chambers. Items 2-6 of the Joint Public Hearings were held in the City Council Chambers. The Planning and Zoning Commission recessed to the Planning and Zoning Conference Room, Second Floor to consider published agenda items.

PLANNING AND ZONING COMMISSION REGULAR SESSION

CALL TO ORDER

Chairman Oliver called the Planning and Zoning Commission regular session to order at 9:11 p.m.

NEW BUSINESS

ITEM 7. ZONE CHANGE APPLICATION Z14-03 – DCT FELLOWSHIP WEST

First for the Commission to consider and make recommendation to City Council was zone change application Z14-03 submitted by Pacheco Koch, LLC for property located at 3175 and 3193 Bass Pro Drive and proposed to be platted as Lot 1, Block 1, DCT Fellowship West. The applicant was requesting a zone change to rezone approximately 12.381 acres from "CC" Community Commercial to "LI" Light Industrial District for a proposed warehouse development.

The applicant intended to develop two warehouse buildings on the subject site within the city of Grapevine and a third building immediately adjacent to the subject site to the east within the city of Coppell. The building immediately adjacent to Bass Pro Drive would be approximately 103,243 square feet in size; the second building located immediately to the north would be 104,157 square feet in size. The proposed structure located within the city of Coppell would be 114,714 square feet. No freight-forwarding uses were proposed with this request.

In the Commission's regular session, discussion was held regarding the request not being in compliance with the masterplan. B J Wilson moved to deny zone change application Z14-03. Beth Tiggelaar seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson and Tiggelaar
Nays: Fry, Hotelling and Fechter

ITEM 8. PRELIMINARY PLAT – LOT 1, BLOCK 1, DCT FELLOWSHIP WEST

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Preliminary Plat Application of Lot 1, Block 1, DCT Fellowship West on property located on the northwest corner of Bass Pro and

Creekview Drives. The applicant was preliminary platting 20 acres for the development an industrial business park.

In the Commission's regular session B J Wilson moved to deny the Statement of Findings and Preliminary Plat Application of Lot 1, Block 1, DCT Fellowship West. Gary Martin seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 9. FINAL PLAT – LOT 1, BLOCK 1, DCT FELLOWSHIP WEST

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lot 1, Block 1, DCT Fellowship West on property located on the northwest corner of Bass Pro and Creekview Drives. The applicant was final platting 20 acres for the development an industrial business park.

In the Commission's regular session B J Wilson moved to deny the Statement of Findings and Final Plat Application of Lot 1, Block 1, DCT Fellowship West. Gary Martin seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 10. CONDITIONAL USE APPLICATION CU14-41 – ENTERPRISE CAR AND TRUCK RENTAL

Next for the Commission to consider and make recommendation to City Council was conditional use application CU14-41 submitted by Baldwin Associates for property located at 849 East Dallas Road and platted as Lot 1R, Block 1, Sunshine Harbor. The applicant was requesting a conditional use permit to allow a car and truck rental facility.

At the August 19, 2014 meeting the Planning and Zoning Commission and the City Council heard in a public hearing conditional use request CU14-33 for a car and truck rental facility. The Planning and Zoning Commission recommended approval with conditions relative to minimizing the impact of the site lighting on adjacent residential uses; however, a tied vote by the City Council resulted in a denial of the request. The City Attorney determined based on regulations contained in Section 67, Amendments, of the Zoning Ordinance, that a tied vote of City Council is not a denial with prejudice and a one year waiting period before resubmittal is not required. The applicant amended and resubmitted his application. The site plan and photometric plan have been revised in accordance with the conditions recommended by the Planning and Zoning Commission.

The applicant proposed the following changes to the original request:

- Two light fixtures shown within 25-feet of the east property line on the original photometric plan have been removed
- Four light fixtures shown on the original photometric plan within the middle section of inventory parking have been consolidated into two light fixtures
- Proposed light fixtures are not within 50-feet of the east property line

The applicant proposed utilizing an unoccupied office building to establish a 2,800 square foot car and truck rental facility (Enterprise Car and Truck Rental) on the subject site. Accessory to the use are proposed car and truck wash stations located at the rear or north side of the existing building. Access to the site is provided by two driveways including a relocated driveway on East Dallas Road and a proposed driveway on Dawn Lane. The required parking for the proposed use is 40-spaces and 72-spaces are provided. An existing pole sign on East Dallas Road would be removed and in its place an eight foot (8') in height, 36-square foot monument sign is proposed.

In the Commission's regular session, discussion was held regarding traffic and lighting. Monica Hotelling moved to approve conditional use application CU14-41. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Fry, Wilson, Hotelling and Fechter
Nays: Oliver, Martin and Tiggelaar

ITEM 11. FINAL PLAT – LOT 1R, BLOCK 1, SUNSHINE HARBOR

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lot 1R, Block 1, Sunshine Harbor on property located on the northeast corner of Dallas Road and Dawn Lane. The applicant was final platting 1.828 acres for the development a car and truck rental facility.

In the Commission's regular session B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lot 1R, Block 1, Sunshine Harbor. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling and Fechter
Nays: Martin and Tiggelaar

ITEM 12. CONDITIONAL USE APPLICATION CU14-42 - STARBUCKS

Next for the Commission to consider and make recommendation to the City Council was conditional use application CU14-42 submitted by 114 Grapevine Towers for property located at 1325 William D Tate Avenue and platted as Lot 2A1, Block 1, Hayley Addition. The applicant was requesting a conditional use application to amend the previously approved site plan of CU12-47 (Ord. 12-70) for a planned commercial center,

specifically to allow outside dining and drive-through service in conjunction with a restaurant.

The applicant intended to develop a Starbucks coffee shop/restaurant on a vacant parcel of land on lot 2A1 that will have drive-through service and outside seating. No outdoor speakers were proposed. Seating will be provided for 50 patrons—30 indoors and 20 outdoors. Total parking required on this lot for both the existing multi-tenant building and the proposed Starbucks is 145 spaces—77 have been provided on lot 2A1. The applicant has a considerable overage of parking on the immediately adjacent lot to the south, lot 4A. The remaining 68 spaces required for lot 2A1 will be provided on lot 4A. The existing Uncle Julio's restaurant on lot 4A and a future restaurant are adequately parked. An existing 40-foot pole sign on lot 3R3 will be modified to add signage for the Starbucks restaurant.

In the Commission's regular session, Monica Hotelling moved to approve conditional use application CU14-42. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 13. CONDITIONAL USE APPLICATION CU14-43 – TACO CASA

Next for the Commission to consider and make recommendation to the City Council was conditional use application CU14-43 submitted by JDJR Engineers and Consultants for property located at 525 East Northwest Highway and platted as Lot 3R1A, Block 1, W R Boyd Center. The applicant was requesting a conditional use application to amend the previously approved site plan of CU12-47 (Ord. 12-70) for a planned commercial center, specifically to allow outside dining and drive-through service in conjunction with a restaurant.

The applicant intended to develop a 4,110 square foot Taco Casa restaurant on the subject site with drive-through service on the west side of the structure (single window with dual drive through lanes) and two order lanes at the north of the structure. One monument sign was proposed on the south side of the site adjacent to East Northwest Highway. The restaurant will provide seating for 82 patrons. No outdoor dining or outdoor speakers were proposed. The applicant provided 47 parking spaces—33 parking spaces are required.

In the Commission's regular session, B J Wilson moved to approve conditional use application CU14-43. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 14. FINAL PLAT - LOTS 3R1A & 3R1B, BLOCK 1, W R BOYD CENTER

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lots 3R1A & 3R1B, Block 1, W R Boyd Center on property located at 525 East Northwest Highway. The applicant was final platting 3.3051 acres for the development of a Taco Casa restaurant.

In the Commission's regular session B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lots 3R1A & 3R1B, Block 1, W R Boyd Center. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 15. SPECIAL USE APPLICATION SU14-03 - CROWN CASTLE TOWERS

Next for the Commission to consider and make recommendation to the City Council was special use application SU14-03 submitted by Crown Castle Towers LLC for property located at 1650 Hughes Road and platted as Lot 1R, Block 1, Unity Church of Northeast Tarrant County. The applicant was requesting a special use application to allow for a 120-foot monopole for cellular antennas and cellular communications ground equipment.

At the October 21, 2014 meeting this request was tabled in order to provide additional time to secure an FAA No Hazard Determination Letter for the 120-foot monopole on the subject site. The FAA letter states that the monopole at the proposed height of 120 feet above ground level does not pose a hazard to air navigation.

The subject property is zoned "PCD" Planned Commerce Development District and is developed as the Unity Church of Northeast Tarrant County. The applicant's intent is to establish a 2,503 square foot ground lease on the northwest portion of the subject site located approximately 535 feet north of Hughes Road. The 64-foot by 39-foot lease area will be used to accommodate a single 120-foot monopole and the ground equipment for up to three cellular carriers. The extent of the lease area will be screened by a six foot masonry wall. The highest antenna array will be placed at the 120-foot point on the monopole.

In the Commission's regular session, discussion was held regarding the need for an additional monopole in the area. Herb Fry moved to deny special use application SU14-03. B J Wilson seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 16. PRELIMINARY PLAT - LOTS 1 & 2, BLOCK 1, GATEHOUSE COMMERCIAL

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Preliminary Plat Application of Lots 1 & 2, Block 1, Gatehouse Commercial on property located at Stone Myers and Westport Parkways. The applicant was preliminary platting 7.328 acres for the development of a business park.

In the Commission's regular session B J Wilson moved to approve the Statement of Findings and Preliminary Plat Application of Lots 1 & 2, Block 1, Gatehouse Commercial. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 17. FINAL PLAT - LOTS 1 & 2, BLOCK 1, GATEHOUSE COMMERCIAL

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lots 1 & 2, Block 1, Gatehouse Commercial on property located at Stone Myers and Westport Parkways. The applicant was final platting 7.328 acres for the development of a business park.

In the Commission's regular session B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lots 1 & 2, Block 1, Gatehouse Commercial. Monica Hotelling seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 18. FINAL PLAT - LOT 2, BLOCK 1, WETZEL ADDITION

Next for the Commission to consider and make recommendation to the City Council was the Statement of Findings and Final Plat Application of Lot 2, Block 1, Wetzel Addition on property located at 260 Blevins Street. The applicant was final platting 0.6328 acres for a residential structure.

In the Commission's regular session B J Wilson moved to approve the Statement of Findings and Final Plat Application of Lot 2, Block 1, Wetzel Addition. Gary Martin seconded the motion, which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

ITEM 19. CONSIDERATION OF MINUTES

Next for the Commission to consider were the minutes of the October 21, 2014, Planning and Zoning Meeting.

Monica Hotelling moved to approve the Planning and Zoning Commission minutes of October 21, 2014 Planning and Zoning Meeting as written. Jimmy Fechter seconded the motion, which prevailed by the following vote:

Ayes: Fry, Wilson, Hotelling, Fechter and Tiggelaar
Nays: None
Abstain: Oliver and Martin

ADJOURNMENT

With no further business to discuss, Jimmy Fechter moved to adjourn the meeting at 9:30 p.m. B J Wilson seconded the motion which prevailed by the following vote:

Ayes: Oliver, Fry, Wilson, Hotelling, Martin, Fechter and Tiggelaar
Nays: None

PASSED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GRAPEVINE, TEXAS ON THIS THE 16TH DAY OF DECEMBER 2014.

APPROVED:

CHAIRMAN

ATTEST:

PLANNING TECHNICIAN